ALLOTMENT LETTER

[●], 2017

From :
J. P. Infra (Mumbai) Private Limited ("**the Promoter**"),
04th Floor, 401-402 Viraj Tower,
Western Express Highway, Near WEH Metro Station,
Andheri East, Mumbai- 400093,

To :
[●] (name) ("**the Allottee/s**")
[●] (address)

Re: ***Premises in the buildings being constructed on land admeasuring 1,510.23 square meters approximately bearing*** Survey No. 110 Hissa No. 1 (pt), Survey No. 224 Hissa No. 1A (pt), Survey No. 224 Hissa No. 1B (pt), Survey No. 26 Hissa No. 7, Survey No. 26 Hissa No. 8 (pt), of village Ghodbunder, lying and situated at Mira Bhayander Municipal Corporation, Dist. Thane 401107 ----------

1. We have acquired rights / are in the process of acquiring rights to undertake development / re-development of various pieces and parcels of land admeasuring approximately 11,690 square meters and bearing Survey No. 110 Hissa No. 1 (pt), Survey No. 224 Hissa No. 1A (pt), Survey No. 224 Hissa No. 1B (pt), Survey No. 26 Hissa No. 7, Survey No. 26 Hissa No. 8 (pt), of village Ghodbunder, lying and situated at Mira Bhayander Municipal Corporation, Dist. Thane 401107 ("**the Larger Land**") in accordance with applicable laws (as amended / modified from time to time), including the provisions of the Development Control Regulations of Mira Bhayandar Municipal Corporation ("**DCR**") as applicable from time to time. The Larger Land comprises of the following:

   (a) Land admeasuring approximately 8,377 square meters bearing Survey No. 110 Hissa No. 1 (part).

   (b) Land admeasuring approximately 2,498 square meters bearing Survey No. 224 Hissa No. 1B [earlier bearing Survey No. 224 Hissa No. 1A and Survey No. 224].

   (c) Land admeasuring approximately 50 square meters bearing Survey No. 26 Hissa No. 7.

   (d) Land admeasuring approximately 636 square meters bearing Survey No. 26 Hissa No. 8 (part).

2. The Promoter is undertaking the development of the Larger Land in a phase-wise manner ("**Whole Project**").

3. We are entitled to develop a portion of the Larger Land being land admeasuring approximately 1,510.23 square meters ("**the said Land**") bearing Survey No. 110 Hissa No. 1 (pt), Survey No. 224 Hissa No. 1A (pt), Survey No. 224 Hissa No. 1B (pt), Survey No. 26 Hissa No. 7, Survey No. 26 Hissa No. 8 (pt), of village Ghodbunder, lying and situated at Mira Bhayander Municipal Corporation, Dist. Thane 401107 and are constructing a building known as 'JP North Celeste', consisting of Wing 'A1', Wing 'A2', Wing 'B', Wing 'C1' and Wing 'C2', comprising of part ground (with shops), part stilt plus 15 (fifteen) upper residential floors, including refuge units ("**the said Building**").

4. The development of the said Building known as '**JP North Celeste**' is a phase of the Whole Project (as defined herein) and proposed as a "**Real Estate Project**" by the Promoter and has been registered as a '**Real Estate Project**' ("**the Project**") with the Real Estate Regulatory Authority ("**the Authority**"), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 ("**RERA**") read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 ("**RERA Rules**"). The Authority has duly issued the Certificate of Registration No. [●] dated [●] for the Project ("**RERA Certificate**") and a copy of the RERA Certificate is annexed and marked as **Annexure "B"** hereto.

5. You being desirous of purchasing residential premises / shop in the said Building have approached and requested us for allotment of the same in your favour. We have furnished to you all the documents to enable you to undertake the due diligence, you have undertaken your due diligence and are satisfied with regard to our right / entitlement to undertake the Whole Project. You have also examined the sanctioned plans and approvals presently obtained by us with respect to the development of the Said Land and have satisfied yourself in respect thereof.

6. You have, prior to the date hereof, examined a copy of the RERA Certificate and have caused the RERA Certificate to be examined in detail by your Advocates and Planning and Architectural consultants. You have agreed and consented to the development of the Whole Project. You have also examined all documents and information uploaded by us on the website of the Authority as required by RERA and the RERA Rules and has understood the documents and information in all respects.

7. As desired by you, and pursuant to your request, we hereby inform you that we are agreeable for the allotment to you of the residential premises bearing no. _____ on ____ floor from the ground level ("**the said Premises**") for a consideration of Rs. [●]/- (Rupees [●] only). The area of the said Premises is approximately _____ square meters equivalent to approximately _____ square feet (as per RERA).

8. We are also agreeable to grant to you the right to park your/ your guests/visitors vehicle/s in car parking space/s on _____ level (hereinafter referred to as "**the said Car Parking Space**") within the car parking area for a consideration of Rs.[●]/- (Rupees [●] only) and the same shall be limited common areas and facilities.

9. The carpet area of the said Premises as defined under the provisions of RERA, is _____ square meters.

10. The total aggregate consideration amount for the said Premises including the said Car Parking Space is Rs. [●]/- (Rupees [●] only) ("**Sale Consideration**"). The Sale Consideration shall be payable, subject to deductions of Income Tax at source (**TDS**) under the applicable law in the following manner:

Sr. No.	Amount	Time for Payment
1.	Rs. _____/- (Rupees _____ _____ only) being 10% of the Sale Consideration	Being the earnest money before execution of these presents
2.	Rs. _____/- (Rupees _____ _____ only) equivalent to 20% of the Sale Consideration	On or before the execution of Agreement for Sale under RERA ("**the said Agreement**").
3.	Rs. _____/- (Rupees _____ _____ only) equivalent to 15% of the Sale Consideration	On completion of the Plinth of said Building in which said Premises is located
4.	Rs. _____/- (Rupees _____ _____ only) equivalent to 25% of the Sale Consideration	On completion of the slabs including Podium of said Building in which said Premises is located
5.	Rs. _____/- (Rupees _____ _____ only) equivalent to 5% of the Sale Consideration	On completion of walls, internal plaster, floorings doors and windows of the said Premises
6.	Rs. _____/- (Rupees _____ _____ only) equivalent to 5% of the Sale Consideration	On completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Premises;
7.	Rs. _____/- (Rupees _____ _____ only) equivalent to 5% of the Sale Consideration	On completion of the external plumbing and external plaster, elevation, terrace with waterproofing, of the said Building
8.	Rs. _____/- (Rupees _____ _____ only) equivalent to 10% of the Sale Consideration	on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the said Agreement of the said Building
9.	Rs. _____/- (Rupees _____ _____ only) equivalent to 5% of the Sale Consideration	At time of possession of the said Premises to you.

11. We have informed you and you have agreed and accepted that, we and you shall enter into and execute the said Agreement in respect of the said Premises under the provisions of the RERA Act. The composite and complete terms and conditions of the allotment of the said Premises shall be incorporated in the said Agreement and shall inter alia include the terms and conditions as are detailed herein. Draft of the said Agreement is hereto annexed and marked as **Annexure "2"** hereto.

12. The Sale Consideration excludes taxes (consisting of tax paid or payable by way of Value Added Tax, Service Tax, GST and all levies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Real Estate Project and/or with respect to the said Premises and/or this letter of allotment ("**Letter**"). It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including service tax, VAT, GST and all other indirect and direct taxes, duties and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this letter of allotment and/or on the transaction contemplated herein and/or in relation to the said Premises, shall be borne and paid by the Allottee/s alone and the Promoter shall not be liable to bear or pay the same or any part thereof.

13. The Sale Consideration excludes all costs, charges and expenses including but not limited to stamp duty, registration charges, out-of-pocket expenses and / or incidental charges in connection with the documents to be executed for the sale of the said Premises and the said Car Parking Space including on the said Agreement and expenses on all documents for sale and / or transfer of the said Premises and the said Car Parking Space, including applicable stamp duty and registration charges on the said Agreement.

14. You agree and acknowledge that we are entitled to adjust/appropriate all payments made by you under any head(s) of dues against lawful outstanding, if any, in his/her/their name as we may in our sole discretion deem fit and you undertake not to object/demand/direct us to adjust your payments in any manner.

15. Time for payment of all the amounts, including but not limited to the aforesaid installments of Sale Consideration for the Said Premises, Service Tax, VAT, GST, TDS and all other taxes as may be applicable and / or performance of other obligations by you, is the essence of the contract.

16. On the payment of the second instalment of the Sale Consideration as detailed in the Clause 10 above, the Allottee/s and the Promoter shall execute the said Agreement and shall register the Agreement under the Registration Act, 1908, upon which, this Letter shall stand superseded by the Agreement.

17. You shall, before delivery of possession of the said Premises, deposit the following with us:

    (a) Rs. _____/- (Rupees _____ only) for share money, application entrance fee of the Society and Apex Body;
    (b) Rs. _____/- (Rupees _____ only) for formation and registration of the Society and Apex Body;
    (c) Rs. _____/- (Rupees _____ only) for proportionate share of taxes and others charges/levies in respect of the society or limited company/federation/apex body;

(d) Rs. _____/- (Rupees _____ only) for deposit towards advance 24 months contribution towards outgoings of Society and Apex Body;

(e) Rs. _____/- (Rupees _____ only) for deposit of electrical, receiving and substation provided;

(f) Rs. _____/- (Rupees _____ only) for deposit towards water, electricity, and other utility and services connection charges; and

The amounts as mentioned in this Clause are not refundable and no accounts or statement will be required to be given by us to you in respect of the above amounts deposited by you with us.

18. In the event the Allottee/s does/do not make payment of any instalment of the Sale Consideration (prior to execution and registration of the said Agreement) then and without prejudice to the rights and remedies available to the Promoter including the right to charge interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon for every month of delay in making payment of the Sale Consideration /parts thereof ("**the Interest Rate**"), the Promoter shall be entitled to at his own option and discretion, terminate this Letter, without any reference or recourse to the Allottee/s. Provided that, the Promoter shall give notice of 15 (fifteen) days in writing to the Allottee/s ("**Default Notice**"), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee/s, of its intention to terminate this Letter with detail/s of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Letter. If the Allottee/s fail/s to rectify the breach or breaches mentioned by the Promoter within the period of the Default Notice, including making full and final payment of any outstanding dues together with the Interest Rate thereon, then at the end of the Default Notice, the Promoter shall be entitled to terminate this Letter by issuance of a written notice to the Allottee/s ("**Promoter Termination Notice**"), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee/s. On the receipt of the Promoter Termination Notice by the Allottee/s, this Letter shall stand terminated and cancelled. On the termination and cancellation of this Letter in the manner as stated in this sub-clause, the Promoter shall be entitled to forfeit the entire Booking Amount as and by way of agreed genuine pre-estimate of liquidated damages which the parties agree are not in the nature of penalty. Upon the termination of this Letter, the Allottee/s shall have no claim of any nature whatsoever on the Promoter and/or the said Premises and the Promoter shall be entitled to deal with and/or dispose off the said Premises in the manner it deems fit and proper.

19. This writing is a letter of allotment and does not confer any right or interest upon you in respect of the said Premises. This Letter is a letter of intent and expresses the Parties desire to enter into the said Agreement. This letter is also subject to such further terms and conditions as may be set out in the said Agreement.

Yours Truly,

For **J. P. Infra (Mumbai) Private Limited** **We agree and confirm,**

_____ _____

Authorised Signatory

Encl: As above

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("**this Agreement**") is made and executed at Mumbai this [●] day of [●], Two Thousand and [●]:

BETWEEN

J P INFRA (MUMBAI) PRIVATE LIMITED, a Company incorporated under the provisions of the Companies Act, 1956 and also governed as per Companies Act, 2013 having Corporate Identity No. U45200MH2006PTC160428 and having its registered office address at 4th Floor, 401–402, Viraj Tower, Western Express Highway, Near WEH Metro Station, Andheri (East), Mumbai - 400093, hereinafter referred to as the "**the Promoter**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **ONE PART**;

AND

[●], Adult/s , Indian Inhabitant/s of Mumbai / a partnership firm registered under the Indian Partnership Act, 1932 / a private limited / public company registered under the provisions of the Companies Act, 1956 / 2013, having their address for the purpose of these presents at [●] hereinafter referred to as "**Allottee/s**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of individual/s (his/her/their heirs, executors, administrators and permitted assigns and in case of a partnership firm, the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors and administrators of the last survivor and in case of an HUF, the members of the HUF from time to time and the last surviving member of the HUF and the heirs, executors, administrators and permitted assigns of such last surviving member of the HUF and in case of a coparcenary, the coparcenary and survivor/s of them and the heirs, executors, administrators and assigns of the last survivor/s of them and in case of a trust the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them and the heirs, executors and administrators of the last survivor of them and in case of a company/ body corporate its successors and permitted assigns) of the **OTHER PART**.

The Promoter and the Allottee/s are hereinafter collectively referred to as "**the Parties**", and individually as a "**Party**".

WHEREAS:

A. The Promoter is undertaking development of the all those pieces and parcels of land admeasuring approximately 11,690 square meters bearing (i) Survey No. 110 Hissa No. 1 (part) (admeasuring approximately 8,377 square meters), (ii) Survey No. 224 Hissa No. 1B (admeasuring approximately 2,498 square meters) (earlier bearing Survey No. 224 Hissa No. 1A and Survey No. 224 Hissa No. 1B), (iii) Survey No. 26 Hissa No. 7 (part) (admeasuring approximately 50 square meters), and (iv) Survey Nos. 26 Hissa Nos. 8 (part) (admeasuring approximately 636 square meters) situate, lying and being at Village Ghodbunder, Taluka and District Thane and in the Registration District and Sub-District of Thane and now within the limits of Mira Bhayander Municipal Corporation (collectively, "**the Larger Land**") being developed in accordance with applicable laws (as amended / modified from time to time), including the provisions of the Development Control Regulations of Mira Bhayandar Municipal Corporation ("**DCR**") as applicable from time to time, in

the manner as stated herein. The Larger Land is more particularly described in the **Part A** of the **First Schedule** hereunder written and delineated with bold black colour boundary line on the Plan annexed hereto and marked as **Annexure "A"**.

B. The Larger Land is owned in the following manner:

(i) SPH Agro Farms and Estate Private Limited ("**SPH**") and Sadanand P. Hajare ("**Sadanand**") are the owners of all those pieces and parcels of land admeasuring approximately 11,509 square meters bearing (i) Survey No. 110 Hissa No. 1 (part) (admeasuring approximately 8,377 square meters) and (ii) Survey No. 224 Hissa No. 1B (admeasuring approximately 2,498 square meters) (earlier bearing Survey No. 224 Hissa No. 1A and Survey No. 224 Hissa No. 1B), forming part of the Larger Land ("**First Land**"). The First Land is more particularly described in the **Part B** of the **First Schedule** hereunder written and hatched with yellow colour on the Plan annexed hereto and marked as **Annexure "A"**. SPH and Sadanand are hereinafter collectively referred to as the "**Co-Promoters**".

(ii) The Promoter is the owner of all those pieces and parcels of land admeasuring approximately 686 square meters bearing (i) Survey No. 26 Hissa No. 7 (admeasuring approximately 50 square meters), and (ii) Survey Nos. 26 Hissa Nos. 8 (part) (admeasuring approximately 636 square meters), forming part of the Larger Land ("**Second Land**"). The Second Land is more particularly described in the **Part C** of the **First Schedule** hereunder written and hatched with blue colour on the Plan annexed hereto and marked as **Annexure "A"**.

C. The manner in which the Co-Promoters and the Promoter have purchased / acquired the ownership of the First Land and the Second Land respectively is duly setout in the said Title Certificate (as defined below).

D. By and under various deeds and documents as setout herein below, the Promoter and the Co-Promoters agreed to jointly develop the Larger Land, in the manner and on the terms and conditions as setout therein:

(i) By and under a Joint Development Agreement dated 19th December, 2011 ("**Joint Development Agreement**") executed between the SPH (therein referred to as 'the said SPH Agro') of the First Part, Sadanand (therein referred to as 'the said Hajare') of the Second Part and the Promoter (therein referred to as 'the Developer') of the Third Part and registered with the office of the Sub-Registrar of Assurances at Thane under Serial No. 09612 of 2011, the Co-Promoters and the Promoter agreed to carry out development of the all those pieces and parcels of non-agricultural lands admeasuring in aggregate 16,755 square meters lying, being and situate at Village Ghodbunder, Taluka and District Thane and in the Registration District and Sub-District of Thane and now within the limits of Mira Road Municipal Corporation bearing the following Survey Nos. ("**the Larger First Land**"), in the manner and on the terms and conditions as setout therein:

Serial No.	Survey No.	Hissa No.	Area (square meters)
1.	25	1 (Part)	3435.00

2.	26	8 (Part)	70.00
3.	26	9	1060.00
4.	110	1	9672.00
5.	110	4 (Part) [Now Survey No. 110 Hissa 3	20.00
6.	224	1A and 1B [New Survey No. 224 Hissa No. 1B]	2498.00
		Total	16755.00

(ii) The First Land forms part of the Larger First Land.

(iii) By and under a Power of Attorney dated 19th December, 2011 executed by the Co-Promoters in favour of the Promoter and registered with the office of the Sub-Registrar of Assurances at Thane under Serial No. 09613 of 2011, the Co-Promoters granted various powers and authorities to the Promoter to do and carry out the various acts, deeds, matters and things more particularly set out therein, in respect of the Larger First Land, as are more particularly setout therein.

(iv) By and under a Deed of Rectification dated 4th April, 2012 ("**Deed of Rectification**") executed between the SPH (therein referred to as 'the said SPH') of the First Part, Sadanand (therein referred to as 'the said Hajare') of the Second Part, and the Promoter (therein referred to as 'the Developer') of the Third Part and registered with the office of the Sub-Registrar of Assurances at Thane under Serial No. 3080 of 2012, the Co-Promoters and the Promoter revised certain terms and conditions of the said Joint Development Agreement, in the manner as more particularly setout therein.

(v) A part of Survey No. 110 Hissa No. 1 (part) was declared surplus vacant land as per the provisions of Urban Land Ceiling & Regulation Land Act, 1976 ("**ULC Act**") by Order dated 31st March, 1988 passed under section 8(4) of the ULC Act. Pursuant thereto, the Competent Authority constituted under the ULC Act passed an Order dated 29th August, 1994 approving a scheme ("**ULC Scheme**") under Section 20(1) of the ULC Act, in the manner and on the terms and conditions set out therein. The ULC Scheme approved by the Competent Authority was revalidated by Order dated 21st July, 2016 and the said extension is valid up to 3rd August, 2017. As per the ULC Scheme tenements admeasuring in total 4040 square meters should comprise 40 square meters each, out of which 5 (five) tenements have to be surrendered to the Government. The occupation certificate in respect of the remaining premises coming up on or corresponding to Survey No. 110 Hissa No. 1 (part) or part thereof shall be granted only after discharge of obligation cast on the owners under this scheme framed as above under Section 20(1) of the ULC Act.

(vi) By and under an Agreement (Supplementary to Joint Development Agreement) dated 14th February, 2017 ("**Supplementary Agreement**") executed by and between the SPH (therein referred to as 'the said SPH') of the First Part, Sadanand (therein referred to as 'the said

Hajare') of the Second Part, and the Promoter (therein referred to as 'the Developer') of the Third Part and registered with the office of the Sub-Registrar of Assurances at Thane under Serial No. 405 of 2017, the Co-Promoters and the Promoter earmarked between themselves various flats in the building to be constructed on the First Land (being a portion of the **Larger First Land**), which they are respectively entitled to sell and market (in accordance with the Joint Development Agreement read with the Deed of Rectification), in the manner and on the terms and conditions as setout therein.

(vii) By and under a Deed of Indemnity notarized on 20th February, 2017 ("**Deed of Indemnity**") executed by and between SPH, Sadanand and the Promoter, the Co-Promoters have inter-alia confirmed that it will be the sole responsibility of the Co-Promoters to discharge the obligation arising out of the ULC Scheme and the obligation of fulfilling the terms and conditions of the ULC Scheme shall be allocated to entitlement of the SPH and Hazare, in the manner and on the terms and conditions as setout therein.

(viii) As per the terms of the Joint Development Agreement, Deed of Rectification, the Supplementary Agreement and Deed of Indemnity (hereinafter collectively referred to as "**the Development Agreements**"), the Promoter and the Co-Promoters are respectively entitled to certain constructed premises (hereinafter referred to as "**the Promoter Premises**" and "**the Co-Promoter Premises**" respectively) in the buildings to be constructed in accordance with the terms of the Development Agreements

E. Details of the pending litigation with respect to the Larger Land (or part thereof) are duly setout in the said Title Certificate

Sr. No.	Forum	Case Details	Parties
1.	12-13th CJSD, Thane District Court	SCS 178/2013	Prabhakar Sitaram Patil & 37 Others *Versus* RNA Builders & 18 Ors.
2.	Civil Court Senior Division, Thane	Sp. Civil Suit No. 353 of 2008	Goyal Properties and Estate Private Limited and Anr. *Versus* Smt. Parvatibai Rajaram Patil and 17 Ors.
3.	Notice of Lis Pendens registered on 11th July 2008 and registered with the office of the Sub-Registrar of Assurances at Serial No. TNN-2/6221 of 2008,	Private Criminal Case No. 107 of 2009	M/s Rajdeep Realtors Pvt. Ltd. *Versus* Mr. Mozes Joseph Toperi
4.	7-10th Joint CJSD, Thane District Court	RCS/403/ 2016	Hemlata Uday Patil and 3 others *Versus* RNA Corporation Private Limited Company and 7

			others

F. By and under an Indenture of Mortgage dated 15th May, 2017 ("**said Indenture of Mortgage**") and registered with the office of the Joint Sub-Registrar of Assurances at Bombay under Serial No. BBE5-3004 of 2017, executed between the Promoter (therein referred to as 'the Borrower / Mortgagor No. 1') of the First Part, JPICPL (therein referred to as 'Obligor No. 3 / Mortgagor No. 2') of the Second Part, Pristine Buildspace Private Limited (therein referred to as 'Obligor No. 4 / Mortgagor No. 3') of the Third Part, Skylark Realtors Private Limited (therein referred to as 'Obligor No. 5 / Mortgagor No. 4) of the Fourth Part, SPH (therein referred to as 'Obligor No. 6 / Mortgagor No. 5') of the Fifth Part, Sadanand (therein referred to as 'Obligor No. 7 / Mortgagor No. 6') of the Sixth Part, RNA Corp Private Limited (therein referred to as 'RNA / Mortgagor No. 7') of the Seventh Part and Catalyst Trusteeship Limited (therein referred to as the 'Security Trustee / Mortgagee'), on behalf of the lender, Piramal Finance Limited of the Eighth Part, the Mortgagors therein created a mortgage in favour of the Mortgagee therein *inter alia* with respect to the Larger Land.

G. The Promoter is vested with the right to develop the Larger Land in the manner stated hereinabove *inter alia* by constructing new buildings thereon ("**the New Buildings**").

H. The Promoter is entitled to sell the Promoter Premises in the New Buildings to be constructed on the Larger Land, in accordance with the terms and conditions of the sanctions and approvals obtained / being obtained in relation to the same.

I. The Promoter is undertaking the development of the Larger Land in a phase-wise manner and is constructing a mixed-use project thereon in the following manner:

(i) On a portion of the Larger Land admeasuring approximately 1,510.23 square meters ("**the said Land**"), the Promoter is developing and constructing a building known as '**JP North Celeste**', consisting of Wing 'A1', Wing 'A2', Wing 'B', Wing 'C1' and Wing 'C2', comprising of part ground (with shops), part stilt plus 15 (fifteen) upper residential floors, including refuge units ("**the said Building**"). The said Land is more particularly outlined with black coloured boundary line on the Plan annexed hereto and marked as **Annexure "A"**. The said Building, i.e., "**JP North Celeste**" is more particularly outlined with magenta on the Plan annexed hereto and marked as **Annexure "A"**.

(ii) On the balance portion of the Larger Land, the Promoter proposes to construct other building/s which will inter alia comprise of a mixed use of residential, commercial, and retail unit/s, in the manner the Promoter deems fit.

(iii) The common areas, amentities and facilities in the Whole Project that may be usable by the Allottee/s are listed in the **Fourth Schedule** hereunder written ("**Whole Project Amenities**").

J. The development of the said Building known as '**JP North Celeste**' is a phase of the Whole Project (as defined herein) and proposed as a "**Real Estate**

Project" by the Promoter and has been registered as a '**Real Estate Project**' ("**the Project**") with the Real Estate Regulatory Authority ("**the Authority**"), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 ("**RERA**") read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 ("**RERA Rules**"). The Authority has duly issued the Certificate of Registration No. [●] dated [●] for the Project ("**RERA Certificate**") and a copy of the RERA Certificate is annexed and marked as **Annexure "B"** hereto.

K. The Allottee/s has / have, prior to the date hereof, examined a copy of the RERA Certificate and has / have caused the RERA Certificate to be examined in detail by his/her/their/its Advocates and Planning and Architectural Consultants. The Allottee has agreed and consented to the development of the Whole Project (as defined below). The Allottee has also examined all the documents and information uploaded by the Promoter on the website of the Authority as required by RERA and the RERA Rules and has understood the documents and information in all respects.

L. The Promoter is undertaking the development of the Larger Land in a phase-wise manner.

M. The Allottee/s is/are desirous of purchasing residential premises / shop bearing No. [●] on the [●] floor of the [●] Wing of the said Building (hereinafter referred to as the "**said Premises**") has / have approached the Promoter and requested the Promoter to allot to him/her/it/them the said Premises in the said Building more particularly described in the **Second Schedule** hereunder written.

N. The principal and material aspects of the development of the Real Estate Project, as sanctioned under the RERA Certificate, are briefly stated below:

(i) The said Building shall *inter alia* comprise of Wing 'A1', Wing 'A2', Wing 'B', Wing 'C1' and Wing 'C2' forming part ground (with shops), part stilt plus 15 (fifteen) upper residential floors, including refuge units, on the said Land.

(ii) By and under a Letter dated 5th July, 2017, the MBMC has issued its amended Intimation of Disapproval and Commencement Certificate for *inter alia* the construction of Wing 'A1', Wing 'A2', Wing 'B', Wing 'C1' and Wing 'C2' forming part ground (with shops), part stilt plus fifteen (15) upper residential floors including refuge units of the building known as '**JP North Celeste**' on the said Land. Physical area of the Larger Land as per present Intimation of Disapproval is 11,500.60 square meters. Copies of the Intimation of Disapproval and the Commencement Certificate are also included as part of the RERA Certificate annexed hereto as **Annexure "B"**.

(iii) The Real Estate Project shall comprise of units / premises consisting of apartments, flat/s, tenement/s, duplexes and commercial units, including shops.

(iv) Total FSI of 14,943.66 square meters has been sanctioned for consumption in the construction and development of the Real Estate Project. The Promoter proposes to eventually consume a further FSI of

19,558.14 square metres aggregating to a total FSI of 34,501.80 square metres in the construction and development of the Real Estate Project or to be used in the larger layout by the promoter.

(v) The common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee/s are listed in the **Third Schedule** hereunder written ("**Real Estate Project Amenities**").

(vi) The Promoter shall be entitled to put up hoardings /boards of its Brand Name, in the form of neon signs, MS letters, vinyl and sun boards on the Real Estate Project and on the façade, terrace, compound wall and/or any other part of the Real Estate Project. The Promoter shall also be entitled to place, select and decide the hoarding/board sites at its sole discretion.

(vii) The details of the formation of the Society (defined below) and the conferment of title upon the Society with respect to the Real Estate Project are more particularly specified in Clauses 11 and 14 below.

The above details along with the annexures to the RERA Certificate are available for inspection on the website of the Authority at *https://maharera.mahaonline.gov.in*.

O. The principal and material aspects of the development of the **Larger Land** ("**Whole Project**") as disclosed by the Promoter are briefly stated below:

(i) The Whole Project is known as '**JP North Plot A**'.

(ii) The area of the Larger Land is approximately 11,690.00 square meters (and 11,500.60 square meters as per the present Intimation of Disapproval dated 5th July, 2017 issued by MBMC) which is to be developed in a phase-wise manner.

(iii) The total FSI of approximately 34,500 square meters is proposed to be utilized on the said Land.

(iv) The Allottee/s has / have perused a copy of the proposed layout ("**Disclosed Layout**"), annexed to this Agreement as **Annexure "C"**, which specifies the proposed location of the new / future / further buildings / towers to be constructed on the Larger Land, together with the proposed total FSI proposed to be utilized on the Larger Land ("**Proposed Potential**") and also the tentative locations where the common areas, facilities and amenities, reservations and other open and built-upon spaces are proposed to be situate. A copy of the Disclosed Layout is annexed hereto and marked as **Annexure "C"**.

(v) The Promoter shall be entitled to put up hoardings / boards of its Brand Name, in the form of neon signs, MS letters, vinyl and sun boards on the Larger Land and on the façade, terrace, compound wall or other part of the buildings / towers as may be developed on the Larger Land from time to time. The Promoter shall also be entitled to place, select and decide the hoarding / board sites in its sole discretion.

(vi) The Promoter shall be entitled to confer / cause to confer title of particular building / tower to such Other Societies, as mentioned at

Clauses 11 and 14 below.

(vii) The details of the formation of the Apex Body and the conferment of title upon the Apex Body with respect to the Larger Land and all the common areas, facilities and amenities, basements, podiums and other spaces and areas on the Larger Land are setout in Clause 11 and 14 below.

(viii) The statutory approvals mandatorily require the Promoter to hand over certain stipulated percentage of the Larger Land to the concerned authorities or develop the same as public amenity. The Promoter shall have to determine and identify the portion and location of the Larger Land to be handed over for complying with the terms and conditions of the statutory approvals. Only the portion of the Larger Land left over after handing over the stipulated percentage, if any, to the MBMC or other statutory authority and/or developing the same as a public amenity, as applicable, would be available for transferring to the Apex Body.

(ix) The nature of the development of the Larger Land will be phase-wise and would constitute a mixture of users as may be permissible under applicable law from time to time.

(x) The Promoter would be entitled to aggregate any contiguous land parcel with the development of the Larger Land, as provided under the Proviso to Rule 4(4) of the RERA Rules.

(xi) The Promoter is entitled to amend, modify and/or substitute the Proposed Future and Further Development of the Larger Land (defined below), in full or in part, as may be required under applicable law from time to time.

P. The above details and further aspects of the proposed Future and Further Development of the said Larger Land, are available for inspection on the website of the Authority at https://maharera.mahaonline.gov.in and are annexed with the RERA Certificate at **Annexure "B"** hereto ("**Proposed Future and Further Development of the said Larger Land**").

Q. The Promoter has entered into standard agreement/s with a Licensed Surveyor registered with the Mira Bhayandar Municipal Corporation.

R. The Promoter has appointed a Structural Engineer for the preparation of the structural design and drawings of the buildings and the Real Estate Project shall be under the professional supervision of the Licensed Surveyor and the Structural Engineer (or any suitable replacements / substitutes thereof) till the completion of the Real Estate Project.

S. The Promoter has the right to sell the said Premises in the Real Estate Project to be constructed on the said Land and to enter into this Agreement with the Allottee/s of the said Premises to receive the Sale Consideration in respect thereof.

T. The Allottee/s has / have, prior to the date hereof, examined the nature of development of the Larger Land and all the title deeds and documents referred to herein and has / have caused the same to be examined in detail by his/her/its/their Advocates and Planning and Architectural consultants. The

Allottee/s has / have agreed and consented to the development of the Whole Project. The Allottee/s will also examine all the documents and information uploaded by the Promoter on the website of the Authority as required by RERA and the RERA Rules.

U. Copies of the said Title Certificates dated 28th July 2017 issued by M/s. Mukesh Jain & Associates, certifying the right/entitlement of the Promoter in respect of the Larger Land is annexed hereto and marked as **Annexure "D"** ("**the said Title Certificate**");

V. On demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the said Larger Land and the plans, designs and specifications prepared by the Promoter's Licensed Surveyor, Messrs Rajesh Khandeparkar (URBDES), and of such other documents as are specified under the RERA and the Rules and Regulations made thereunder, including *inter alia* the following:

(i) All the title deeds, documents, etc., referred to in this Agreement.

(ii) All the title deeds and documents in relation to the Larger Land.

(iii) All the approvals and sanctions of all the relevant authorities issued till date for the development of the said Land including the layout plan, building plan, floor plan and the commencement certificate; and

(iv) Copy of the Title certificate dated 28th July, 2017 issued by M/s Mukesh Jain & Associates, Advocates certifying the right/entitlement of the Promoter is annexed and marked as **Annexure "D"** hereto.

(v) Copies of all deeds and documents as referred to in the said Title Certificate.

(vi) The authenticated copies of the 7/12 Extracts and related revenue records of each of the lands forming part of the Larger Land are annexed hereto as **Annexure "E"** (collectively).

(vii) The present Sanctioned Layout Plan of the Real Estate Project is annexed hereto and marked as **Annexure "F"**. The present sanctioned floor plan with respect to the said Premises is annexed hereto and marked as **Annexure "G"**.

W. The carpet area (as defined under RERA) of the said Premises is [●] square meters, equivalent to approximately [●] square feet.

X. While sanctioning the plans, approvals and permissions as referred hereinabove, the competent authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Real Estate Project and only upon the due observance and performance of which the Occupation Certificate and Building Completion Certificate in respect of the Real Estate Project shall be granted by the competent authority.

Y. Further, (i) the requisite approvals and sanctions for the development of the Real Estate Project from the competent authorities are obtained / being obtained and (ii) the approvals and sanctions from other relevant statutory

authorities, are applied for and/or in the process of being obtained and/or have been obtained by the Promoter.

Z. The Promoter has accordingly commenced the construction of the Real Estate Project in accordance with the sanctioned plans, proposed plans and the approvals and permissions, as referred hereinabove.

AA. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

BB. The Promoter has agreed to sell to the Allottee/s and the Allottee/s has / have agreed to purchase and acquire from the Promoter, the said Premises and the said Car Parking Space (as defined below), or for an aggregate price of Rs. [●]/- (Rupees [●] only) ("**Sale Consideration**") and upon the terms and conditions mentioned in this Agreement. Prior to the execution of these presents, the Allottee/s has / have paid to the Promoter a sum of Rs. [●]/- (Rupees [●] only), being part payment of the Sale Consideration of the said Premises agreed to be sold by the Promoter to the Allottee/s as advance payment (the payment and receipt whereof the Promoter doth hereby admit and acknowledge and of and from the same doth forever release and discharge the Allottee/s forever).

CC. Under Section 13 of RERA, the Promoter is required to execute a written agreement for sale of the said Premises with the Allottee/s, i.e., this Agreement, and is also required to register this Agreement under the provisions of the Registration Act, 1908.

DD. In accordance with and subject to the terms and conditions set out in this Agreement, the Promoter hereby agrees to sell and the Allottee/s hereby agree/s to purchase and acquire the said Premises.

NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BEIWEEN THE PARTIES HERETO AS FOLLOWS:

1. The above Recitals shall form an integral part of the operative portion of this Agreement, as if the same are set out herein verbatim. The headings given in the operative section of this Agreement are only for convenience and are not intended in derogation of RERA.

2. The Promoter shall construct the Real Estate Project being the said Building known as '**JP North Celeste**' consisting of Wing 'A1', Wing 'A2', Wing 'B', Wing 'C1' and Wing 'C2' forming part ground (with shops), part stilt plus 15 (fifteen) upper residential floors, including refuge units on the said Land, in accordance with the plans, designs and specifications as referred hereinabove and as approved by the MBMC and/or the other competent authorities from time to time. The Real Estate Project shall have the common areas, facilities and amenities that may be usable by the Allottee/s and which are listed in the **Third Schedule** hereunder written.

   PROVIDED THAT the Promoter shall have to obtain the prior consent, in writing, of the Allottee/s in respect of any variations or modifications which may adversely affect the said Premises of the Allottee/s, except any alteration or addition required by any Government authorities or due to change in law or

any change as contemplated by any of the disclosures already made to the Allottee/s.

3. **Purchase of the said Premises and Sale Consideration:**

(i) The Allottee/s hereby agree/s to purchase and acquire from the Promoter and the Promoter hereby agrees to sell to the Allottee/s the Premises No. [●] of the [●] type admeasuring [●] square meters equivalent to [●] square feet carpet area as per RERA on the [●] floor of the "[●]" Wing in the Real Estate Project, i.e., the said Premises, as more particularly described in the **Second Schedule** and as shown on the floor plan annexed and marked **Annexure "G"** hereto, at and for the consideration of Rs. [●]/- (Rupees [●] only). The said Premises shall contain the amenities within it as set out in the **Fifth Schedule** hereto.

(ii) The Allottee/s hereby agrees to purchase from the Promoter, and the Promoter hereby agrees to sell to the Allottee/s; _____ covered parking spaces for the consideration of Rs. _____/- (Rupees _____only) ("**the said Car Parking Space**").

(iii) The total aggregate consideration amount for the said Premises including the said Car Parking Space is thus Rs. _____/- (Rupees _____ only) i.e. the Sale Consideration.

(iv) The Allottee/s has paid before the execution of this agreement a sum of Rs. _____ /- (Rupees _____ _____ only) as part consideration and hereby agrees to pay to the Promoter the balance amount of Sale Consideration of Rs. _____in the following manner:

(a) An amount of Rs. _____/- (Rupees _____ _____ only) (which does not exceed 30% of the Sale Consideration), is to be paid to the Promoter after the execution of Agreement and simultaneous with registration of this Agreement under the Registration Act, 1908;

(b) An amount of Rs. _____/- (Rupees _____ _____ only) (which does not exceed 45% of the Sale Consideration), is to be paid to the Promoter on completion of the plinth of the said Building;

(c) An amount of Rs. _____/- (Rupees _____ _____ only) (which does not exceed 70% of the Sale Consideration), is to be paid to the Promoter on completion of the slabs including podiums and stilts of the said Building;

(d) An amount of Rs. _____/- (Rupees _____ _____ only) (which does not exceed 75% of the Sale Consideration), is to be paid to the Promoter on completion of the walls, internal

plaster, floorings doors and windows of the said Premises;

(e) An amount of Rs. _____/- (Rupees _____ _____ only) (which does not exceed 80% of the Sale Consideration), is to be paid to the Promoter on completion of the sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Premises;

(f) An amount of Rs. _____/- (Rupees _____ _____ only) (which does not exceed 85% of the Sale Consideration), is to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the said Building;

(g) An amount of Rs. _____/- (Rupees _____ _____ only) (which does not exceed 95% of the Sale Consideration), is to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain of the said Building.

(h) An amount of Rs. _____/- (Rupees _____ _____ only), is to be paid to the Promoter against and at the time of handing over of the possession of the Premises to the Allottee/s on/after receipt of the Occupation Certificate or Completion Certificate with respect to the Real Estate Project.

(v) The Promoter shall issue a notice to the Allottee/s intimating the Allottee/s about the stage-wise completion of the Real Estate Project as detailed in the Clause 3(iv) above (the payment at each stage is individually referred to as the "**Installment**" and collectively referred to as the "**Installments**"). The payment shall be made by the Allottee/s within 7 (seven) days of the Promoter making a demand for the payment of the Instalment, time being the essence of the contract.

(vi) The payment by the Allottee/s in accordance with Clause 3(ii) is the basis of the Sale Consideration and is one of the principal, material and fundamental terms of this Agreement (time being the essence of this Agreement). The Promoter has agreed to allot and sell the said Premises to the Allottee/s at the Sale Consideration inter-alia because of the Allottee/s having agreed to pay the Sale Consideration in the manner more particularly detailed in the Clause 3(ii) hereunder written. All the Instalments payable in accordance with this Agreement with respect to the completion of the stage of construction on the date of signing of this Agreement shall be paid by the Allottee/s simultaneously on the execution of this Agreement.

(vii) The Sale Consideration excludes taxes (consisting of tax paid or payable by way of GST and all levies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction of and carrying out the construction / development of the Real Estate

Projects and/or with respect to the said Premises and / or the said Car Parking Space). It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including GST and all other indirect and direct taxes, duties and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein by whatsoever name / nomenclature and/or in relation to the said Premises and / or the said Car Parking Space, shall be borne and paid by the Allottee/s alone and the Promoter shall not be liable to bear or pay the same or any part thereof.

(viii) The Sale Consideration excludes all costs, charges and expenses including but not limited to stamp duty, registration charges, out-of-pocket expenses and / or incidental charges in connection with the documents to be executed for the sale of the said Premises and / or the said Car Parking Space including on this Agreement and expenses on all documents for sale and / or transfer of the said Premises and / or the said Car Parking Space, including applicable stamp duty and registration charges on this Agreement.

(ix) The Sale Consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies / Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification / order / rule / regulation / demand, published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.

(x) The Promoter shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the Real Estate Project is complete and the Occupation Certificate is granted by the MBMC, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three percent). The total Sale Consideration payable on the basis of the carpet area of the said Premises, shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit of 3%, then, the Promoter shall refund the excess money paid by Allottee/s within 45 (forty-five) days with an annual interest at the rate specified in the RERA Rules, from the date when such an excess amount was paid by the Allottee/s; If there is any increase in the carpet area allotted to Allottee/s; the Promoter shall demand additional amount from the Allottee/s towards the Sale Consideration, which shall be payable by the Allottee/s prior to taking possession of the said Premises. It is clarified that the payments to be made by the Promoter/ Allottee/s; as the case may be, under this Clause, shall be made at the same rate per square meter as agreed in Clause 3(i) above.

(xi) The Allottee/s authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful

outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee/s undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

(xii) The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @ ____ % per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal once granted to an Allottee by the Promoter.

(xiii) In addition to the carpet area of the said Premises, there are certain common areas and facilities such as the refuge areas, staircases, corridors, passages, underground and overhead tanks, common entrances and exits of the building, meter room, other service areas, and certain other portions of the Real Estate Project necessary or convenient for its maintenance, safety, etc., in the Real Estate Project and the usage of the same shall be in common and a proportionate share of which can be attributed to the said Premises of the Real Estate Project.

(xiv) The common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee/s are listed in the **Third Schedule** hereunder written. The common areas, facilities and amenities in the Whole Project that may be usable by the Allottee/s are listed in the **Fourth Schedule** hereunder written, which shall be completed at or around occupation certificate of the last real estate project in the Whole Project. The internal fittings, fixtures and amenities in the said Premises that shall be provided by the Promoter are listed in the **Fifth Schedule** hereunder written.

(xv) The Promoter has agreed to sell to the Allottee/s and the Allottee/s has / have agreed to acquire from the Promoter the said Premises on the basis of the carpet area only and the Sale Consideration agreed to be paid by the Allottee/s to the Promoter is agreed on the basis of the carpet area of the said Premises and the said Car Parking Space. The Sale Consideration is only in respect of the said Premises and the said Car Parking Space and the Promoter has neither charged nor recovered from the Allottee/s any price or consideration for the additional areas and the common areas, amenities and facilities and that the additional areas and the common areas, amenities and facilities shall be allowed to be used free of cost, without any price or consideration.

(xvi) The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the MBMC or other competent authority at the time of sanctioning of the said plans or thereafter and shall, before handing over possession of the said Premises to the Allottee/s, obtain from the MBMC or other competent authority, the Occupation Certificate in respect of the said Premises.

(xvii) Time is of the essence for the Promoter as well as the Allottee/s; The Promoter shall abide by the time schedule for completing the Premises

and handing over the said Premises to the Allottee/s after receiving the Occupation Certificate in respect thereof and the common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee/s are listed in the **Third Schedule**.

Similarly, the Allottee/s shall make timely payments of all instalments of the Sale Consideration and other dues payable by him/her/it and meeting, complying with and fulfilling all its other obligations under this Agreement.

(xviii) All payments shall be made by way of demand drafts/ pay orders/ account payee cheques/ RTGS/ ECS/ NEFT or any other instrument drawn in favour of / to the account of the Promoter set out in the **Second Schedule** hereunder written. In case of any financing arrangement entered by the Allottee/s with any financial institution with respect to the purchase of the said Premises and the said Car Parking Space, the Allottee/s undertakes to direct such financial institution to, and shall ensure that such financial institution does disburse / pay all such amounts due and payable to the Promoter through an account payee cheque / demand draft / pay order / wire transfer drawn in favour of /to the account of the Promoter more particularly mentioned in the **Second Schedule** hereunder written. Any payments made in favour of / to any other account other than as mentioned in the **Second Schedule** shall not be treated as payment towards the said Premises and / or the said Car Parking Space. The Allottee/s shall satisfy the Promoter either through his/her/its/their banker's commitment or in such other manner as shall be determined by the Promoter with regard to the security for the payment of each instalment of the Sale Consideration. The Promoter shall be entitled to change the account (as set out in the **Second Schedule**) by giving a written notice to the Allottee/s to this effect in which case the payments of the amounts under this Agreement shall be made by the Allottee/s and / or the aforesaid financial institution in such new account.

(xix) The Allottee/s is / are aware that the Allottee/s is / are required to deduct tax at source in accordance with the applicable rates as per the Income Tax Act, 1961 and the Allottee/s shall comply with the same.

(xx) The Allottee/s agrees and confirms that in the event of delay / default in making payment of GST, TDS or any such taxes or amounts under this Agreement as called upon by the Promoter, then without prejudice to any other rights or remedies available with the Promoter under this Agreement, the Promoter shall be entitled to adjust the said unpaid tax amount (along with interest payable thereon from the due date till the date of adjustment) against any subsequent amounts received from the Allottee/s and the Allottee/s shall forthwith pay the balance amount due and payable by the Allottee/s to the Promoter.

(xxi) Notwithstanding anything contained herein, each payment made by the Allottee/s shall be allocated at the discretion of the Promoter, first to the discharge of any damages, interest and then to the payment of any other amount due in terms hereof. It will be the sole discretion of the Promoter to appropriate any amounts received from the Allottee/s towards the payment of any Instalments of the Sale Consideration or any amount that may be owed by the Allottee/s to the Promoter.

4. **FSI, TDR and development potentiality with respect to the Real Estate Project**:

(i) The Allottee/s hereby agrees, accepts and confirms that the Promoter proposes to develop the said Real Estate Project (including by utilization of the full development potential) in the manner more particularly detailed at Recitals above and the Allottee/s has / have agreed to purchase the said Premises based on the unfettered and vested rights of the Promoter in this regard.

5. **FSI, TDR and development potentiality with respect to the Proposed Future and Further Development of the Larger Land / Whole Project**:

(i) The Allottee/s hereby agrees, accepts and confirms that the Promoter proposes to develop the Whole Project of the Larger Land (by utilization of the full development potential) and develop the same in phase-wise matter and undertake multiple real estate projects therein in the manner more particularly detailed in the Recitals above constituting the Disclosed Layout and the Proposed Potential and Allottee/s has agreed to purchase the said Premises based on the unfettered and vested rights of the Promoter in this regard.

6. **Completion Date, Delays and Termination**:

(i) The Promoter shall endeavour to complete the construction of the said Premises and obtain the Occupation Certificate from the MBMC for the said Premises by the date as more particularly mentioned in the Second Schedule hereunder written ("**Completion Date**"). Provided however, that the Promoter shall be entitled to extension of time for giving delivery of the said Premises on the Completion Date, if the completion of the Real Estate Project is delayed on account of any or all of the following factors:

(a) Any force majeure events;

(b) Any notice, order, rule, notification of the Government and/or other public or competent authority/court;

(c) Any stay order / injunction order issued by any Court of Law, competent authority, MBMC and/or statutory authority; and/or

(d) Any other circumstances that may be deemed reasonable by the Authority.

(ii) If the Promoter fails to abide by the time schedule for completing the Real Estate Project and for handing over the said Premises to the Allottee/s on the Completion Date (save and except for the reasons as stated in Clause 6(i)), then the Allottee/s shall be entitled to either of the following:

(a) Call upon the Promoter by giving a written notice by Courier / E-mail / Registered Post A.D. at the address provided by the Promoter ("**Interest Notice**"), to pay interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending

Rate plus 2% (two percent) thereon for every month of delay from the Completion Date ("**the Interest Rate**"), on the Sale Consideration paid by the Allottee/s. The interest shall be paid by the Promoter to the Allottee/s till the date of offering to hand over of the possession of the said Premises by the Promoter to the Allottee/s; or

(b) the Allottee/s shall be entitled to terminate this Agreement by giving written notice to the Promoter by Courier / E-mail / Registered Post A.D. at the address provided by the Promoter ("**Allottee/s Termination Notice**"). On the receipt of the Allottee/s Termination Notice by the Promoter, this Agreement shall stand terminated and cancelled. Within a period of 30 days from the date of receipt of the Termination Notice by the Promoter, the Promoter shall refund to the Allottee/s the amounts already received by the Promoter under this Agreement with interest thereon at the Interest Rate to be computed from the date the Promoter received such amount/part thereof till the date such amounts with interest at the Interest Rate thereon are duly repaid. On such repayment of the amounts by the Promoter (as stated in this Clause), the Allottee/s shall have no claim of any nature whatsoever on the Promoter and/or the said Premises and/or the said Car Parking Space and the Promoter shall be entitled to deal with and/or dispose off the said Premises and/or the said Car Parking Space in the manner it deems fit and proper.

(iii) In case if the Allottee/s elects his/her/its/their remedy under Clause 6(ii)(a) above then in such a case the Allottee/s shall not subsequently be entitled to the remedy under Clause 6(ii)(b) above.

(iv) If the Allottee/s fails to make any payments on the stipulated date/s and time/s as required under this Agreement, then, the Allottee/s shall pay to the Promoter interest at the Interest Rate, on all and any such delayed payments computed from the date such amounts are due and payable till the date such amounts are fully and finally paid together with the interest thereon at the Interest Rate.

(v) Without prejudice to the right of the Promoter to charge interest at the Interest Rate mentioned at Clause 6(iv) above, and any other rights and remedies available to the Promoter, the Allottee/s committing three defaults in payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including but not limited to his/her/its proportionate share of taxes levied by concerned local authority and other outgoings), shall constitute an event of default of the Allottee/s ("**Event of Default**").

(vi) Upon occurrence of an Event of Default, the Promoter shall be entitled to at his own option and discretion, terminate this Agreement, without any reference or recourse to the Allottee/s; Provided that, the Promoter shall give notice of 15 (fifteen) days in writing to the Allottee/s ("**Default Notice**"), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee/s; of its intention to terminate this Agreement with detail/s of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate this Agreement.

(vii) If the Allottee/s fails to rectify the breach or breaches mentioned by the Promoter within the period of the Default Notice, including making full and final payment of any outstanding dues together with the Interest Rate thereon, then at the end of the Default Notice, the Promoter shall be entitled to terminate this Agreement by issuance of a written notice to the Allottee/s ("**Promoter Termination Notice**"), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee/s; On the receipt of the Promoter Termination Notice by the Allottee/s; this Agreement shall stand terminated and cancelled.

(viii) On the termination and cancellation of this Agreement in the manner as stated in Clause 6(vii) above:

(a) The Promoter will be entitled to forfeit the following amounts ("**Forfeiture Amount**") as cancellation charges which the Allottee/s agree, confirm and acknowledge, constitute a reasonable genuine and agreed pre-estimate of damages that will be caused to the Promoter, and that the same shall be in the nature of liquidated damages and not penalty:

i. an amount equivalent to 10% (ten percent) of the Sale Consideration together with applicable taxes thereon;

or

ii. in case of any brokerage being paid with respect to the booking or allotment of the said Premises, an amount equivalent to 12% (twelve percent) of the Sale Consideration together with applicable taxes thereon.

(b) The Promoter will refund the balance, if any, without interest only after deducting and/or adjusting from the balance amounts, GST and/or any other amount due and payable by the Allottee/s and/or paid by the Promoter in respect of the Sale Consideration.

(c) In case if the Promoter receives a credit/refund of the GST amount paid on this transaction from the statutory authorities, then in such a case the same shall be refunded by the Promoter to the Allottee/s without any interest thereon.

(d) The Allottee/s shall have no right, title, interest, claim, lien or demand or dispute of any nature whatsoever either against the Promoter or in respect of the said Premises or the said Car Parking Space or any part thereof or the common areas and facilities and limited common areas and every part thereof and the Promoter shall be entitled to deal with and dispose of same to any other person/s as the Promoter deems fit in its sole and absolute discretion without any further act or consent from the Allottee/s and/or any notice or reference to the Allottee/s.

7. **Procedure for taking possession**:

(i) Upon obtainment of the Occupancy Certificate from the MBMC or other competent authority and upon payment by the Allottee/s of the requisite

Instalments of the Sale Consideration and all other amounts due and payable in terms of this Agreement, the Promoter shall offer possession of the said Premises to the Allottee/s in writing ("**Possession Notice**"). The Allottee/s agrees to pay the maintenance charges as determined by the Promoter or the Society, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee/s in writing within 7 (seven) days of receiving the Occupancy Certificate of the Real Estate Project.

(ii) The Allottee/s shall take possession of the said Premises within 15 (fifteen) days from the date mentioned in the Possession Notice.

(iii) Post receipt of the Possession Notice, the Allottee/s may undertake any fit out activities in the said Premises at his/her/its/their sole cost, expense and risk, after obtaining all the requisite approvals and permissions from the competent authorities and in accordance with the Fit-Out Guidelines (which shall be prepared by the Promoter which will be provided to the Allottee/s at the time of handing over possession of the said Premises) and after depositing such amount as may be specified by the Promoter as an interest-free deposit to secure compliance with the Fit Out Guidelines and, which will be refunded without interest upon completion of the fit outs in accordance with the Fit-Out Guidelines. The Allottee/s is/are aware that the said refund shall be subject to deduction of amounts towards damages, if any, to the Real Estate Project and its common areas etc., and/or any neighbouring flats/premises in the Real Estate Project and/or the equipment's installed therein and subject to the debris being completely removed from the Real Estate Project and / or the Whole Project.

(iv) Upon receiving the Possession Notice from the Promoter as per Clause 7(i) above, the Allottee/s shall take possession of the said Premises from the Promoter by executing necessary indemnities, undertakings and such other documentation as may be prescribed by the Promoter, and the Promoter shall give possession of the said Premises to the Allottee/s. Irrespective of whether the Allottee/s takes or fails to take possession of the Premises within the time provided in Clause 7(ii) above, such Allottee/s shall continue to be liable to pay advance maintenance charges and all other charges with respect to the Premises, as applicable and which shall fall due for payment from the date the actual possession of the said Premises is taken by the Allottee/s or within 15 (fifteen) days of the Possession Notice, whichever is earlier.

(v) Within 15 (fifteen) days of the date mentioned in the Possession Notice or from the date the actual possession of the said Premises is taken by the Allottee/s, whichever is earlier, the Allottee/s shall be liable to bear and pay his/her/its/their proportionate share i.e. in proportion to the carpet area of the said Premises, of outgoings in respect of the Real Estate Project and the Larger Land including *inter alia*, local taxes, betterment charges, other indirect taxes of every nature, or such other levies by the MBMC or other competent authority or other concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and advance maintenance of the Real Estate Project

and/or the Larger Land. Until the Society is formed and the Society Transfer is duly executed and registered, the Allottee/s shall pay to the Promoter such proportionate share of advance outgoings as may be determined by the Promoter at its sole discretion.

8. If within a period of 5 (five) years from the possession date mentioned in the Possession Notice, the Allottee/s brings to the notice of the Promoter any structural defect in the said Premises or the Real Estate Project or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Promoter, compensation for such defect (at actuals) in the manner as provided under the RERA. It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of the Allottee/s and/or any other allottees in the Real Estate Project or acts of third party(ies) or on account of any force majeure events including on account of any repairs / redecoration / any other work undertaken by the Allottee/s and/or any other allottee/person in the Real Estate Project and/or the Whole Project and/or the Larger Land.

9. The Allottee/s shall use the said Premises or any part thereof or permit the same to be used only for sanctioned purpose as per the latest approved plans. The Allottee/s shall use the Car Parking Space only for purpose of parking vehicle.

10. **Facility Manager**

(i) The Promoter has the right to enter into contract with any third party / agency for the purpose of maintenance and upkeep of the Real Estate Project and/or the Larger Land and/or the New Buildings, and such decision shall be final and binding until the Apex Body Transfer in respect of the Larger Land is executed in favour of the Apex Body. Thereafter, subject to the provisions of Clause 10(iii) below, the Society and/or the Apex Body, as the case may be, shall be entitled to undertake the maintenance of the Larger Land / the New Buildings or any part thereof in the manner it was handed over, save and except normal wear and tear thereof. The Society and/or the Apex Body, as the case may be, shall create and maintain a Sinking Fund for the purpose of maintenance and if the Society and / or the Apex Body, as the case may be, commits default, the Promoter shall have a right to rectify the default and recover the expenses from the Society and / or the Apex Body, as the case may be. The Promoter may also formulate the rules, regulations and bye-laws for the maintenance and upkeep of the Real Estate Project and/or the Larger Land and the Allottee/s hereby agree and undertake to abide and follow and not to deviate from any of the provisions of such rules, regulations and bye-laws.

(ii) The Promoter shall have the right to designate any space on the Larger Land and/or the New Building and/or the said Land and/or the said Building or any part thereof to third party service providers for the purpose of facilitating the provision and proper maintenance of utility services to be availed by the occupants of the New Buildings and/or the said Building. The Promoter shall also be entitled to designate any space on the Larger Land or the said Land and/or in the terrace/basement/podium of the New Buildings and/or the said Building

to such utility provider, either on leave and licence or leasehold basis for the purpose of installing power sub-stations with a view to service the electricity requirement in the New Buildings and/or the said Building.

(iii) Notwithstanding any other provision of this Agreement, the Promoter has right to and shall be entitled to nominate any person ("**Facility Manager**") to manage the operation and maintenance of the New Buildings and/or the said Building, common amenities and facilities on the Larger Land and/or the said Land after during the development of the Larger Land. The Promoter has the authority and discretion to negotiate with such Facility Manager and to enter into and execute formal agreement/s for maintenance and management of infrastructure with it/them. The cost incurred in appointing and operating the Facility Manager shall be borne and paid by the residents/ allottees / occupiers of the premises in the New Buildings in the manner as may be determined by the Facility Manager and / or the Promoter, as part of the development and common infrastructure charges referred to herein in accordance with the term of this Agreement. Such charges may vary from time to time and the Allottee/s agrees that he/she/it/they shall not raise any dispute regarding the appointment of any such Facility Manager by the Promoter or towards the maintenance charges determined by such agency and / or the Promoter. It is agreed and understood by the Allottee/s that the cost of maintenance of the said Building shall be borne and paid by the Allottee/s of the units / premises in the said Building alone.

(iv) The Allottee/s agrees to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Promoter and/or the Facility Manager, including without limitation, payment of the Allottee/s' share of the service charges that may become payable with respect to the operation and maintenance of the common areas and facilities of the Real Estate Project and/or the said Land and/or the said Building and/or the Larger Land and/or the New Buildings constructed thereon.

11. **Formation of the Society and Other Societies**:

(i) Upon 51% (fifty one percent) of the total number of units/premises in the Real Estate Project being booked by allottees, the Promoter shall submit an application to the competent authorities to form a co-operative housing society to comprise solely of the Allottee/s and other allottees of units/premises in the Real Estate Project under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules.

(ii) The Allottee/s shall, along with other allottees of premises/units in the Real Estate Project, join in forming and registering a co-operative housing society under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules thereunder and in accordance with the provisions of the RERA and RERA Rules, in respect of the Real Estate Project in which the allottees of the premises / units in the Real Estate Project alone shall be joined as members ("**the Society**").

(iii) For this purpose, the Allottee/s shall from time to time sign and execute the application for registration and/or membership and all other papers, forms, writings and documents necessary for the formation and

registration of the Society and for becoming a member thereof, including the bye-laws of the Society and shall duly fill in, sign and return to the Promoter within 7 (seven) days of the same being made available to the Allottee/s; so as to enable the Promoter to register the Society. No objection shall be taken by the Allottee/s if any changes or modifications are made in the draft/final bye-laws of the Society, as may be required by the Registrar of Co-operative Societies or any other Competent Authority.

(iv) The name of the Society shall be solely decided by the Promoter.

(v) The Society shall admit all purchasers of flats and premises in the Real Estate Project as members, in accordance with its bye-laws.

(vi) The Promoter shall be entitled, but not obliged to, join as a member of the Society in respect of unsold premises in the Real Estate Project, if any.

(vii) Post execution of the Society Transfer, the Society shall be responsible for the operation and management and/or supervision of the Real Estate Project, and the Allottee/s shall extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard.

(viii) Post execution of the Society Conveyance, the Promoter shall continue to be entitled to such unsold premises and to undertake the marketing etc. in respect of such unsold premises. The Promoter shall not be liable or required to bear and/or pay any amount by way of contribution, outgoings, deposits, transfer fees/charges and/or non-occupancy charges, donation, premium any amount, compensation whatsoever to the Society/Apex Body for the sale/allotment or transfer of the unsold premises in the Real Estate Project or in the Whole Project, save and except the municipal taxes at actuals (levied on the unsold premises) and a sum of Rs.1,000/- (Rupees One Thousand only) per month in respect of each unsold premises towards the outgoings.

(ix) Upon 51% (fifty one percent) of the allottees of premises/units in the other real estate projects to be developed on the Larger Land having booked their respective premises/units, the Promoter shall submit application/s to the competent authorities to form a co-operative housing society to comprise solely of the allottees of units/premises in those particular real estate project, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules ("**Other Societies**"). The Promoter shall similarly undertake the necessary steps for formation of the Other Societies in which the allottees of the premises/units comprised in the other real estate projects comprised in the Larger Land shall become members, in accordance with the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder and the RERA and RERA Rules.

(x) The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Society and/or Other Societies, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees

charged by the Advocates and Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, instruments, papers and writings shall be borne and paid by the respective Society/Other Societies and their respective members/intended members including the Allottee/s, as the case may be, and the Promoter shall not be liable toward the same in any manner whatsoever.

12. **Transfer to the Society and Other Societies**:

(i) Within 3 (three) months from the date of issuance of the Full Occupation Certificate, the Real Estate Project with the common areas, facilities and amenities described in the **Third Schedule** hereunder written shall be transferred to the Society vide a registered indenture ("**Society Transfer**"). The Society shall be required to join in execution and registration of the Society Transfer. The costs, expenses, charges, levies and taxes on the Society Transfer and the transaction contemplated thereby including stamp duty and registration charges shall be borne and paid by the Society alone. Post the Society Transfer, the Society shall be responsible for the operation and management and/or supervision of the Real Estate Project, including any common areas facilities and amenities and the Promoter shall not be responsible for the same, subject to the terms of this Agreement.

(ii) The Promoter shall execute and register similar conveyances to the Other Societies with respect to their respective real estate project or portions thereof.

(iii) The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the Society Transfer and the respective transfers to Other Societies, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be borne and paid by the respective Society/Other Societies and their respective members/intended members including the Allottee/s; as the case may be, and the Promoter shall not be liable toward the same.

13. **Formation of the Apex Body**:

(i) Within a period of 3 (three) months of obtainment of the Occupation Certificate of the last real estate project in the layout of the Larger Land and the Whole Project, the Promoter shall submit application/s to the competent authorities to form a federation of societies comprising the Society and Other Societies, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules ("**Apex Body**").

(ii) The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Apex Body, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be borne and paid by the Apex

Body and its members/intended members, and the Promoter shall not be liable toward the same.

14. **Title of the Larger Land to the Apex Body**:

(i) Within a period of 3 (three) months of registration of the Apex Body, the Promoter and the Co-Promoter and the Apex Body shall execute and register an Indenture whereby the Promoter and the Co-Promoter shall transfer all their right, title and interest in the Larger Land and in all areas, spaces, common areas, facilities and amenities in the Larger Land that are not already transferred to the Society / Other Societies, in favour of the Apex Body ("**Apex Body Transfer**").

(ii) The Apex Body shall be required to join in execution and registration of the Apex Body Transfer.

(iii) The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Apex Body, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving the Apex Body Transfer document and all such documents, as may be required in this regard, shall be borne and paid by the Apex Body and its members/intended members, and the Promoter shall not be liable toward the same.

15. The Allottee/s shall, before delivery of possession of the said Premises, deposit the following amounts with the Promoter:

(i) Rs. _____/- (Rupees _____ only) for share money, application entrance fee of the Society and Apex Body;

(ii) Rs. _____/- (Rupees _____ only) for formation and registration of the Society and Apex Body;

(iii) Rs. _____/- (Rupees _____ only) for proportionate share of taxes and other charges, levies in respect of the Society and Apex Body;

(iv) Rs. _____/- (Rupees _____ only) for deposit towards advance 24 (twenty four) months contribution towards outgoings of Society and Apex Body;

(v) Rs. _____/- (Rupees _____ only) towards water, electricity, and other utility and services connection charges; and

(vi) Rs. _____/- (Rupees _____ only) for expenses electrical receiving and sub station provided in the layout.

The above amounts are not refundable and no accounts and/or statement will be required to be given by the Promoter to the Allottee/s in respect of the above amounts deposited by the Allottee/s with the Promoter save and except amounts collected under Clauses 15(i) and 15(iii) above and the same shall be binding on the Allottee/s and the Allotte/s undertakes not to contest the

same.

16. In addition, the Allottee/s shall also pay to the Promoter a sum of Rs. _____/- (Rupees _____ only) for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law / Advocates of the Promoter in connection with this Agreement, the transaction contemplated hereby, the formation of the Society/Apex Body, for preparing the rules, regulations and bye-laws of the Society/Apex Body, and, the cost of preparing and engrossing the Society Transfer, the Apex Body Transfer and other deeds, documents and writings.

17. The Promoter has informed the Allottee/s that there may be common access road, street lights, common recreation space, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plant and other common amenities and conveniences in the layout of the Larger Land. The Promoter has further informed the Allottee/s that all the expenses and charges of the aforesaid amenities and conveniences may be common and the Allottee/s alongwith other purchasers of flats/units/premises in the Real Estate Project and/or on the Larger Land, and the Allottee/s shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the purchasers of flats/units/premises on the Real Estate Project including the Allottee/s herein and the proportion to be paid by the Allottee/s shall be determined by the Promoter and the Allottee/s agrees to pay the same regularly without raising any dispute or objection with regard thereto. Neither the Allottee/s nor any of the purchasers of flats/units/premises in the Real Estate Project shall object to the Promoter laying through or under or over the Larger Land or any part thereof pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, other connections, etc., belonging to or meant for any of the other real estate projects / wings / buildings / phases which are to be developed and constructed on any portion of the Larger Land.

18. **Representations and Warranties of the Promoter:**

(i) The Promoter hereby represents and warrants to the Allottee/s as follows, subject to what is stated in this Agreement and all its Schedules and Annexes, subject to what is stated in the said Title Certificate and subject to the RERA Certificate:

(a) The Promoter has a clear and marketable title to carry out the development on the Larger Land and also has actual, physical and legal possession of the Larger Land for the implementation of the Real Estate Project;

(b) The Co-Promoters are the owners of the First Land.

(c) The Promoter is the owner of the Second Land.

(d) The Promoter has lawful rights and the requisite approvals from the competent authorities to carry out the development of the Real Estate Project and shall obtain the requisite approvals from time to time to complete the development of the Real Estate Project;

(e) There are no encumbrances upon the Real Estate Project, except those disclosed to the Allottee/s;

(f) There are no litigations pending before any Court of Law with respect to the Real Estate Project, except those disclosed to the Allottee/s;

(g) All the approvals, licenses and permits issued by the competent authorities with respect to the Real Estate Project are valid and subsisting and have been obtained by following the due process of law. Further, all the approvals, licenses and permits to be issued by the competent authorities with respect to the Real Estate Project shall be obtained by following the due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Real Estate Project and the common areas;

(h) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein may prejudicially be affected;

(i) The Promoter and/or the Co-Promoters have not entered into any agreement for sale and/or development agreement and/or any other agreement / arrangement with any person or party with respect to the said Land and the said Premises which will, in any manner, adversely affect the rights of the Allottee/s under this Agreement;

(j) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Premises to the Allottee/s in the manner contemplated in this Agreement;

(k) At the time of execution of the Society Transfer, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas, facilities and amenities of the Real Estate Project as detailed in the **Third Schedule** hereunder written to the Society;

(l) The Promoter and the Co-Promoters have duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Real Estate Project to the competent authorities till the Society Transfer, and thereupon the same shall be proportionately borne by the Society; and

(m) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Land / the Larger Land) has been received or served upon the Promoter and/or the Co-Promoters in respect of the said Land / the Larger Land and/or the Real Estate Project / Whole Project, except those disclosed to the

Allottee/s.

19. The Allottee/s, with the intention to bring all the persons into whosoever's hands the said Premises and/or his/her/its/their rights, entitlements and obligations under this Agreement may come, hereby agree/s and covenant/s with the Promoter as follows:

(i) To maintain the said Premises at the Allottee/s' own cost in good and tenantable repair and condition from the date the possession of the said Premises is taken and shall not do or suffer to be done anything in or to the Real Estate Project which may be against the rules, regulations or bye-laws or change / alter or make any additions in or to the Real Estate Project in which the said Premises is situated and the said Premises itself or any part thereof without the consent of the local authorities and the Promoter.

(ii) Not to store in the said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy so as to damage the construction or structure of the Real Estate Project in which the said Premises is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or are likely to damage the staircases, common passages or any other structure of the said Building in which the said Premises is situated, including entrances of the Real Estate Project in which the said Premises is situated and in case any damage is caused to the Real Estate Project in which the said Premises is situated or the said Premises on account of the negligence or default of the Allottee/s in this regard, the Allottee/s shall be liable for the consequences of the breach.

(iii) To carry out at his own cost all internal repairs to the said Premises and maintain the said Premises in the same condition, state and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in or to the Real Estate Project in which the said Premises is situated or the said Premises, which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/s committing any act in contravention of the above provisions, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

(iv) Not to demolish or cause to be demolished the said Premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the Real Estate Project in which the said Premises is situated and shall keep the portion, sewers, drains and pipes in the said Premises and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support, shelter and protect the other parts of the Real Estate Project in which the said Premises is situated and shall not chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC, pardis or other structural members in the said Premises without the prior written permission of the Promoter and/or the Society.

(v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Larger Land (if applicable) and/or the Real Estate Project in which the said Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

(vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the Larger Land and/or the Real Estate Project in which the said Premises is situated.

(vii) Pay to the Promoter, within 15 (fifteen) days of demand by the Promoter, his/her/its/their share of the security deposit demanded by the concerned local authority or Government or authority / body giving water, electricity or any other service connection to the Real Estate Project in which the said Premises is situated.

(viii) Bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by any concerned local authority and/or government and/or other public authority on account of change of user of the premises by the Allottees for any purposes other than for purpose for which it is sold.

(ix) Not to change the user of the said Premises without the prior written permission of the Promoter and the Society.

(x) The Allottee/s shall not let, sub-let, transfer, assign, sell, lease, give on leave and license, or part with the interest or benefit factor of this Agreement or part with the possession of the said Premises or dispose of or alienate otherwise howsoever, the said Premises and/or the said Car Parking Space and/or his/her/its/their rights, entitlements and obligations under this Agreement until all the dues, taxes, deposits, cesses, Sale Consideration and all other amounts payable by the Allottee/s to the Promoter under this Agreement are fully and finally paid together with the applicable interest thereon, if any, at the Interest Rate. In the event the Allottee/s is / are desirous of transferring the said Premises and/or the said Car Parking Space and/or his/her/its/their rights under this Agreement prior to making such full and final payment, then the Allottee/s shall be entitled to effectuate such transfer only with the prior written permission and after compliance of conditions stipulated by the Promoter.

(xi) The Allottee/s shall observe and perform all the rules and regulations which the Society and the Apex Body may adopt at their inception and the additions, alterations or amendments thereof that may be made, from time to time, for the protection and maintenance of the Real Estate Project and the said Premises therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of the Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society / the Apex Body regarding the occupancy and use of the said Premises in the Real Estate Project and/or the said Car Parking Space and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

(xii) The Allottee/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Premises and the Real Estate Project or any part thereof to view and examine the state and condition thereof.

(xiii) Till the execution of the Apex Body Transfer in favour of the Apex Body, the Allottee/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Larger Land, the buildings / towers / units thereon, or any part thereof, to view and examine the state and condition thereof.

(xiv) The said Building is currently known as '**JP North Celeste**' and the Promoter shall be entitled to formally re-name the said Buildings at a later date and which name shall not be changed by the Allottee/s and / or the Society and / or the Apex Body, as the case may be.

(xv) The Whole Project is currently known as '**JP North Plot A**' and the Promoter shall be entitled to formally re-name the Whole Project at a later date and which name shall not be changed by the Allottee/s and / or the Society and / or the Apex Body, as the case may be.

(xvi) The Promoter shall be entitled to formally name / re-name the other buildings in the Whole Project at a later date and which name shall not be changed by the Allottee/s and / or the Society and / or the Other Societies and / or the Apex Body, as the case may be.

(xvii) It is agreed that the said Premises shall be of RCC structure with normal brick / block wall / dry wall with gypsum / putty / cement plaster. The Allottee/s hereby agree/s that the Promoter may, if required due to any structural reasons, convert any brick / block wall / dry wall in the said Premises into a load bearing RCC wall or vice versa and the Allottee/s hereby further agree/s and irrevocably consent/s not to dispute or object to the same. The Allottee/s, along with any and all allottees of the units / premises of the Real Estate Project, are strictly prohibited to make any structural changes internally in the concrete structure, i.e., walls, columns, beams and slabs, which may result in temporary and/or permanent changes and defects in the monolithic structure and may also have severe damaging consequences on the stability of the Real Estate Project. The said Premises shall contain the amenities within it as set out in the **Fifth Schedule** hereto. The Promoter shall not be liable, required and/or obligated to provide any other specifications, fixtures, fittings and/or amenities in the said Premises or in the Real Estate Project.

(xviii) The Allottee/s agree/s and covenant/s that the Allottee/s and/or any other person shall not load in the said Premises, either by way of fit-out or construction or in any other manner whatsoever, anything more than what is prescribed in the Fit-Out Guidelines as described hereinbelow. The Allottee/s shall be responsible to apply for and obtain the permission of the concerned statutory authorities for such refurbishment / fit-out at his/her/its/their costs and expenses. Accordingly, the Promoter shall provide electrical, plumbing and drainage connectivity upto the said Premises and hand over the said Premises without any interior walls, flooring and finishes. The Allottee/s confirm/s that no

structural changes and/or structural alterations of any nature whatsoever shall be made by the Allottee/s.

(xix) Not to affix any fixtures or grills on the exterior of the Real Estate Project for the purposes of drying clothes or for any other purpose and undertake/s not to have any laundry drying outside the said Premises and the Allottee/s shall not decorate or alter the exterior of the said Premises either by painting and/or otherwise. The Allottee/s shall fix the grills on the inside of the windows only. The standard design for the same shall be obtained by the Allottee/s from the Promoter and the Allottee/s undertake/s not to fix any grill having a design other than the standard design approved by the Promoter. If found that the Allottee/s has / have affixed fixtures or grills on the exterior of the said Premises for drying clothes or for any other purpose or that the Allottee/s has / have affixed a grill having a design other than the standard approved design, the Allottee/s shall immediately rectify / dismantle the same so as to be in compliance with his/her/its/their obligations as mentioned herein.

(xx) Not to affix air conditioner/s at any other place other than those earmarked for fixing such air conditioner/s in the said Premises so as not to affect the structure, façade and/or elevation of the Real Estate Project in any manner whatsoever. The Allottee/s shall not install a window air-conditioner within or outside the said Premises. If found that the Allottee/s has / have affixed a window air conditioner or an outdoor condensing unit which projects outside the said Premises, the Allottee/s shall immediately rectify / dismantle the same so as to be in compliance with his/her/its/their obligations as mentioned herein.

(xxi) To keep the sewers, drains and pipes in the said Premises and appurtenances thereto in good tenantable repair and condition and in particular support, shelter and protect the other parts of the Real Estate Project and the Allottee/s shall not chisel or in any other manner damage the columns, beams, walls, slabs, RCC or pardis or other structural members in the said Premises without the prior written permission of the Promoter and/or of the Society and the Apex Body.

(xxii) Not to make any alteration in the elevation and outside colour scheme of the paint and glass of the Real Estate Project and not to cover / enclose the planters and service slabs or any of the projections from the said Premises, within the said Premises, nor chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC partition or walls, pardis or other structural members in the said Premises, nor do / cause to be done any hammering for whatsoever use on the external / dead walls of the Real Estate Project or do any act to affect the FSI potential of the Real Estate Project and/or the Larger Land.

(xxiii) Not to do or permit to be done any renovation / repair within the said Premises without the prior written permission of the Promoter. In the event of the Allottee/s carrying out any renovation / repair within the said Premises, without the prior written permission and/or in contravention of the terms of such prior written permission, as the case may be, then in such event the Promoter shall not be responsible for the rectification of any defects noticed within the said Premises or of any damage caused

to the said Premises or the Real Estate Project or any part thereof on account of such renovation / repair.

(xxiv) Not to enclose the passages, if any, forming part of the said Premises without the previous written permission of the Promoter and/or the said Society and/or the Apex Body, as the case may be, and of the MBMC and other concerned authorities.

(xxv) Not to shift or alter the position of either the kitchen, the piped gas system or the toilets which would affect the drainage system of the said Premises / said Building in any manner whatsoever.

(xxvi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the Larger Land and/or the said Land and the Real Estate Project and/or the New Buildings and shall segregate their every day dry and wet garbage separately to facilate the recycling of the same by the Society.

(xxvii) Not to do or permit to be done any act or thing which may render void or violable any insurance of the said Land and/or the said Larger Land and/or the Real Estate Project and/or the New Buildings or any part thereof or whereby an increased premium shall become payable in respect of the insurance.

(xxviii) To abide by, observe and perform all the rules and regulations which the Society and/or the Apex Body may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for the protection and maintenance of the Real Estate Project, the Whole Project and the said Premises therein and for the observance and performance of the building rules and regulations for the time being in force of the concerned local authority and of the Government and other public bodies and authorities. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the said Society and/or the Apex Body regarding the occupation and use of the said Premises in the Real Estate Project and the Allottee/s shall pay and contribute regularly and punctually towards the taxes, expenses and outgoings.

(xxix) Not to violate and to abide by all the rules and regulations framed by the Promoter / its designated Facility Manager and/or by the said Society and/or the Apex Body, as the case may be, for the purpose of maintenance and up-keep of the Real Estate Project and/or the Whole Project and in connection with any interior / civil works that the Allottee/s may carry out in the said Premises (the "**Fit-Out Guidelines**").

(xxx) The Allottee/s shall never, in any manner, enclose any flower beds / planters / ledges / pocket terrace/s / deck areas / ornamental projects / dry yards / service yards and other areas. These areas should be kept open and should not be partly or wholly enclosed, including installing any temporary or part shed or enclosure, and the Allottee/s shall not include the same in the said Premises or any part thereof and keep the same unenclosed at all times. The Promoter shall have the right to inspect the said Premises at all times and also to demolish any such addition or alteration or enclosing of the open areas without any consent

or concurrence of the Allottee/s and also to recover the costs incurred for such demolition and reinstatement of the said Premises to its original state.

(xxxi) Shall not do, either by himself/herself/itself/themselves or any person claiming through the Allottee/s, anything which may be or is likely to endanger or damage the Real Estate Project or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and the installations for providing facilities in the Real Estate Project. No damage shall be caused to the electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate or any other facility provided in the Real Estate Project and/or the Whole Project.

(xxxii) Shall not display at any place in the Real Estate Project and/or the Whole Project any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards. The Allottee/s shall not stick or affix pamphlets, posters or any paper on the walls of the Real Estate Project and/or the Whole Project or the common areas therein or in any other place or on the window, doors and corridors of the Real Estate Project and/or the Whole Project.

(xxxiii) Shall not affix, erect, attach, paint or permit to be affixed, erected, attached, painted or exhibited in or about any part of the Real Estate Project or the exterior wall of the said Premises or on or through the windows or doors thereof any placard, poster, notice, advertisement, name plate or sign or announcement, flag-staff, air conditioning unit, television or wireless mast or aerial or any other thing whatsoever, save and except the name of the Allottee/s in such places only as shall have been previously approved in writing by the Promoter in accordance with such manner, position and standard design laid down by the Promoter.

(xxxiv) Shall not park at any other place and shall park all vehicles in the said Car Parking Space only as may be permitted / allotted by the Promoter.

(xxxv) To make suitable arrangements for the removal of debris arising out of any interior decoration, renovation, furniture making or any other allied work in the said Premises.

(xxxvi) The Allottee/s shall permit the Promoter and its surveyors, agents and assigns, with or without workmen and others, at reasonable times to enter into the said Premises or any part thereof for the purpose of making, laying down, maintaining, rebuilding, cleaning, lighting and keeping in order and good condition (including repairing) all services, drains, pipes, cables, water covers, gutters, wires, walls, structure or other conveniences belonging to or serving or used for the Real Estate Project. The Allottee/s is/are aware that the main water / drainage pipes of the Real Estate Project may pass through certain areas within the said Premises. The Allottee/s agree/s that he/she/it/they shall not undertake any civil works / fit out works in such areas within the said Premises and/or permanently cover / conceal such areas within the said Premises, nor shall they, in any manner, restrict the access to the water / drainage pipes and/or damage the water / drainage pipes, in any manner howsoever. The Promoter / the Facility Manager and/or their respective workmen, staff, employees, representatives and agents shall, at all times, be entitled to access such areas within the

said Premises for the purpose of the maintenance, repair and upkeep of the water pipes and the Allottee/s hereby give/s his/her/its/their express consent for the same.

(xxxvii) The Allottee/s is/are aware and acknowledge/s that the Promoter is entitled to sell, lease, sub-lease, give on leave and license basis or otherwise dispose of and transfer the units / premises, garages or other premises as herein stated comprised in the Real Estate Project and the Allottee/s undertake/s that he/she/it/they shall not be entitled to raise any objection with respect to the same.

(xxxviii) _____ The Allottee/s is/are aware that the Promoter or its agents or contractors etc., shall carry on the work / balance of the other New Buildings with the Allottee/s occupying the said Premises. The Allottee/s shall not object to, protest or obstruct the execution of such work, on account of pollution or nuisance or on any other account, even though the same may cause any nuisance or disturbance to him/her/it/them. The Promoter shall endeavour to minimise the cause of the nuisance or disturbance. This is one of the principal, material and fundamental terms of this Agreement.

(xxxix) The Promoter shall have the exclusive right to control the advertising and signage, hoarding and all other forms of signage whatsoever within the Real Estate Project.

(xl) The Promoter shall be entitled to construct site offices / sales lounges in the Real Estate Project or any part thereof and shall have the right to access the same at any time, without any restriction whatsoever, irrespective of whether the Real Estate Project or any portion thereof is leased to the Society or to the Apex Body, as the case may be, until the entire development on the Larger Land / the said Land is fully completed.

(xli) The Allottee/s has been appraised of the terms and conditions of the Development Agreements (as defined herein) and the same shall be fully binding on the Allottee/s. Further, nothing as contained herein shall dilute / change /modify the extent of the rights, obligations and entitlements of the Promoter and the Co-Promoters inter-se as provided in the Development Agreements (as defined herein).

20. It is agreed that as and when the Promoter enters into agreements / arrangements with any person, or otherwise the Promoter is in a position to provide all the Utilities (as defined hereinafter) or any of them, then in that event the Allottee/s herein shall procure such Utilities only from the Promoter or any person as may be nominated by the Promoter in that behalf, as the case may be, and pay such amount as may be fixed by the Promoter or its nominee, to the Promoter or to its nominee, as the case may be. This term is the essence of this Agreement. For the purposes of this Clause, "**Utilities**" refers to gas, water, electricity, telephone, cable television, internet services and such other service of mass consumption as may be utilized by the Allottee/s on a day-to-day basis. It is further clarified that this Clause shall not be interpreted / construed to mean that the Promoter is obligated / liable to provide all or any of the Utilities, whether or not the Promoter has entered into agreements / arrangements with any person, or otherwise the Promoter is in a position to provide all the Utilities or any of them.

21. The Promoter and/or any professional agency appointed by it shall formulate the rules, regulations and bye-laws for the maintenance and upkeep of the Real Estate Project and/or the New Buildings and/or the said Land and/or the Larger Land and the costs and expenses together with the applicable taxes thereon for the same shall be borne and paid by the Allottee/s as may be determined by the Promoter and/or such professional agency.

22. The Allottee/s hereby nominate/s the persons as set out in the **Second Schedule** ("**the said Nominee**") as his/her/its/their nominee in respect of the said Premises. On the death of the Allottee/s, the said Nominee shall assume all the obligations of the Allottee/s under this Agreement or otherwise, and shall be liable and responsible to perform the same. The Allottee/s shall, at any time hereafter, be entitled to substitute the name of the said Nominee for the purposes herein mentioned. The Promoter shall only recognize the said Nominee or the nominee substituted by the Allottee/s (if such substitution has been intimated to the Promoter in writing) and deal with him/her/it/them in all matters pertaining to the said Premises. The heirs and legal representatives of the Allottee/s shall be bound by any or all the acts, deeds, dealings, breaches, omissions, commissions, etc., of and/or by the said Nominee. The Promoter shall, at its discretion, be entitled to insist on a Probate / Succession Certificate / Letter of Administration and/or such other documents as the Promoter may deem fit, from such nominee. The nominee would be required to give an indemnity bond indemnifying the Promoter, as may be necessary and required by the Promoter.

23. It is agreed that the Allottee/s shall be entitled to avail a loan from a Bank and to mortgage the said Premises by way of security for the repayment of the said loan to such Bank only with the prior written consent of the Promoter. The Promoter will grant its no objection, whereby the Promoter will express its no objection to the Allottee/s availing of such loan from the Bank and mortgaging the said Premises with such Bank ("**said No Objection Letter**"), provided however, that the Promoter shall not incur any liability / obligation for the repayment of the monies so borrowed by the Allottee/s and/or any monies in respect of such borrowings, including the interest and costs, and provided that the mortgage created in favour of such Bank in respect of the said Premises of the Allottee/s shall not in any manner jeopardise the Promoter's right to receive the full Sale Consideration and other charges and to develop the balance of the Larger Land and such mortgage in favour of such Bank shall be subject to the Promoter's first lien and charge on the said Premises in respect of the unpaid amounts payable by the Allottee/s to the Promoter under the terms and conditions of this Agreement and subject to the other terms and conditions contained herein. The Promoter will issue the said No Objection Letter addressed to the Bank on the Bank and the Allottee/s undertaking to make the payment of the balance Sale Consideration of the said Premises directly to the Promoter as per the schedule of the payment of the Sale Consideration as set out hereinabove and such confirmation letter shall be mutually acceptable to the Parties hereto and to the said Bank.

24. The Allottee/s hereby represent/s and warrant/s to the Promoter that:

    (i) he/she/it/they is / are not prohibited from acquiring the said Premises and the said Car Parking Space under any applicable law or otherwise;

    (ii) he/she/it/they has / have not been declared and/or adjudged to be an

insolvent, bankrupt, etc., and/or ordered to be wound up or dissolved, as the case may be;

(iii) no receiver and/or liquidator and/or official assignee or any person is appointed in the case of the Allottee/s or all or any of his/her/its/their assets and/or properties;

(iv) none of his/her/its/their assets / properties is/are attached and/or no notice of attachment has been received under any rule, law, regulation, statute, etc.;

(v) no notice is received from the Government of India (either Central, State or Local) and/or from any other Government abroad for his/her/its/their involvement in any money laundering or any illegal activity and/or is / are declared to be a proclaimed offender and/or a warrant is issued against him/her/it/them;

(vi) no execution or other similar process is issued and/or levied against him/her/it/them and/or against any of his/her/its/their assets and properties;

(vii) he/she/it/they has / have not compounded payment with his/her/its/their creditors;

(viii) he/she/it/they is / are not convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than 6 (six) months;

(ix) he/she/it/they is / are not an undesirable element and will not cause nuisance and/or cause hindrances in the completion of the Real Estate Project and/or the Whole Project and/or at any time thereafter and will not default in making the payment of the amounts mentioned in this Agreement; and

(x) The Allottee/s is/are in a good financial position to pay the Sale Consideration and the Installments in the manner as stated in this Agreement, without any delay or default and shall, as and when called upon by the Promoter, provide such security as may be required by the Promoter towards the payment of the Sale Consideration and the Installments.

25. It is abundantly made clear to the Allottee/s who is/are or may become a non-resident / foreign national of Indian Origin during the subsistence of this Agreement that, in respect of all remittances, acquisitions / transfer of the said Premises, it shall be his/her/its/their sole responsibility to comply with the provisions of the Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. Any refund required to be made under the terms of this Agreement shall be made in accordance with the provisions of the Foreign Exchange Management Act, 1999 or such statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable laws from time to time. The Allottee/s understand/s and agree/s that in the event of any failure on his/her/its/their part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India he/she/it/they alone shall be

liable for any action under the Foreign Exchange Management Act, 1999 or any other statutory modifications or re-enactments thereto. The Promoter accepts no responsibility in this regard and the Allottee/s agree/s to indemnify and keep the Promoter indemnified and saved harmless from any loss or damage caused to it for any reason whatsoever.

26. The Promoter shall maintain a separate account in respect of the sums received from the Allottee/s as advance or deposit, sums received on account of the share capital for the promotion of the Society or towards the outgoings and legal charges and shall utilize the amounts only for the purposes for which they have been received.

27. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Premises or the said Car Parking Space or the Real Estate Project or the Larger Land and/or any buildings / towers as may be constructed thereon, or any part thereof. The Allottee/s shall have no claim save and except in respect of the said Premises and the said Car Parking Space hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces and all other areas and spaces and lands will remain the property of the Promoter as hereinbefore mentioned until the execution of the Society Transfer and the Apex Body Transfer, as the case may be.

28. **Mortgage or Creation of Charge:**

(i) Notwithstanding anything contrary to the clauses contained herein or in any other letter, no objection, permission, deeds, documents and writings (whether executed now or in the future by the Promoter and / or the Co-Promoter) and notwithstanding the Promoter giving any no objection / permission for mortgaging the said Premises or creating any charge or lien on the said Premises and notwithstanding the mortgages / charges / liens of or on the said Premises, the Promoter shall have the first and exclusive charge on the said Premises and all the right, title and interest of the Allottee/s under this Agreement for the recovery of any amount due and payable by the Allottee/s to the Promoter under this Agreement or otherwise.

(ii) The Allottee/s agree/s, acknowledge/s and undertake/s that the Promoter is entitled to and has obtained / is in the process of obtaining loans from various banks and/or financial institutions and create such securities with respect to any and all of its right, title, benefits and interest in the Larger Land or any part thereof, as may be solely decided by the Promoter, and the Allottee/s take/s notice that a no objection certificate may be required from such banks and financial institutions for the creation of any encumbrances on the said Premises. The Allottee/s agree/s and undertake/s to the same and further agree/s that the Allottee/s shall not create any encumbrances over the said Premises till such time that an no objection certificate in writing is received from such banks and financial institutions. The payments in relation to the purchase of premises / units need to be deposited by way of a cheque drawn in favour of "[●] Account" with [●] Bank.

(iii) After the Promoter executes this Agreement, it shall not mortgage or create a charge on the said Premises and if any such mortgage or charge is made or created then notwithstanding anything contained in

any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/s who has / have taken or agreed to take the said Premises. Provided however, that nothing shall affect the already subsisting mortgage / charge created over the said Premises in favour of [●] Bank.

29. **Binding Effect**:

(i) Forwarding this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/s until, firstly, the Allottee/s sign/s and deliver/s this Agreement with all the Schedules and Annexes thereto along with the payments due as stipulated in the Installments at Clause 3(iv) above, within 30 (thirty) days from the date of receipt by the Allottee/s and secondly, appears for the registration of this Agreement before the concerned Office of the Sub-Registrar of Assurances as and when intimated by the Promoter. If the Allottee/s fail/s to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s and/or appear before the Sub-Registrar of Assurances for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/s, the application of the Allottee/s shall be treated as cancelled and all the sums deposited by the Allottee/s in connection therewith, including the booking amount, shall be returned to the Allottee/s without any interest or compensation whatsoever.

30. **Entire Agreement:**

(i) This Agreement, along with its Schedules and Annexes, constitutes the entire Agreement among the Parties hereto with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, booking form, letter of acceptance, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Premises and / or the Car Parking Space.

31. **Right to Amend:**

(i) This Agreement may only be amended through the written consent of the Parties.

32. **Provisions of this Agreement Applicable to the Allottee/s Subsequent allottee/s:**

(i) It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Real Estate Project and the Whole Project shall equally be applicable to and enforceable against any subsequent allottee/s of the said Premises in case of a transfer as the said obligations go along with the said Premises, for all intents and purposes.

33. **Severability:**

(i) If any provision of this Agreement shall be determined to be void or unenforceable under RERA or the Rules and Regulations made thereunder or under other applicable laws, such provisions of this Agreement shall be deemed to be amended or deleted in so far as they are reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to RERA or the Rules and Regulations made thereunder or the applicable laws, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of the execution of this Agreement.

34. **Method of Calculation of Proportionate Share:**

(i) Wherever in this Agreement it is stipulated that the Allottee/s has / have to make any payment in common with the other allottees in Real Estate Project, the same shall be in proportion to the carpet area of the said Premises to the total carpet area of all the other premises/units/areas/spaces in the Real Estate Project.

35. **Further Assurances:**

(i) All the Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm to or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

36. **Place of Execution:**

(i) The execution of this Agreement shall be complete only upon its execution by the Promoter, through their authorized signatories, at the Promoter's office or at some other place which may be mutually agreed between the Promoter and the Allottee/s. After this Agreement is duly executed by the Allottee/s and the Promoter or simultaneously with the execution hereof, the said Agreement shall be registered at the office of the concerned Sub-Registrar of Assurances.

37. **Notices:**

(i) All notices to be served on the Allottee/s and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoter by courier or registered post A.D or notified email ID / under certificate of posting at their respective addresses specified in the **Second Schedule**. It shall be the duty of the Allottee/s and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by registered post, failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee/s, as the case may be.

38. **Joint Allottee/s:**

(i) In case there are Joint Allottees, all communications shall be sent by

the Promoter to the Allottee/s whose name appears first and at the address given by him/her/it/them which shall, for all intents and purposes, be considered as properly served on all the Joint Allottees.

39. **Stamp Duty and Registration:**

(i) The Allottee/s shall bear and pay all the amounts payable towards stamp duty, registration charges and all out-of-pocket costs, charges and expenses on all the documents for the sale and/or transfer of the said Premises and the said Car Parking Space, including applicable stamp duty and registration charges on this Agreement. Any consequence of failure to register this Agreement within the time required shall be on the Allottee/s' account.

(ii) The Allottee/s and/or the Promoter shall present this Agreement at the proper registration office for registration within the time limit prescribed by the Registration Act, 1908 and the Promoter will attend such office and admit execution thereof.

40. **Dispute Resolution:**

(i) Any dispute or difference between the Parties in relation to this Agreement and/or the terms hereof shall be settled amicably. In case of failure to settle such dispute amicably, such dispute or difference shall be referred to the Authority as per the provisions of RERA and the Rules and Regulations thereunder.

41. **Governing Law:**

(i) This Agreement and the rights, entitlements and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India as applicable in Mumbai City and the Courts of Law in Mumbai will have exclusive jurisdiction with respect to all the matters pertaining to this Agreement.

42. **Permanent Account Number:**

(i) The Permanent Account Number of the Parties are as set out in the **Second Schedule** hereunder written.

43. **Interpretation:**

(i) In this Agreement where the context admits:

(a) any reference to any statute or statutory provision shall include all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated) and such provision as from time to time amended, modified, re-enacted or consolidated (whether before, on or after the date of this Agreement) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Agreement as applicable and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted or

consolidated) which the provision referred to has directly or indirectly replaced;

(b) any reference to the singular shall include the plural and vice-versa;

(c) any references to the masculine, the feminine and the neuter shall include each other;

(d) any references to a "company" shall include a body corporate;

(e) the word "Business Day" would be construed as a day which is not a Sunday, or a public holiday or a bank holiday under the Negotiable Instruments Act, 1881 either at Mumbai, or any place where any act under this Agreement is to be performed;

(f) the Schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any Schedules thereto. Any references to clauses, sections and schedules are to the clauses, sections and schedules of this Agreement. Any references to parts or paragraphs are, unless otherwise stated, references to parts or paragraphs of the clauses, sections and schedules in which the reference appears;

(g) references to this Agreement or any other document shall be construed as references to this Agreement or that other document as amended, varied, novated, supplemented or replaced from time to time;

(h) the expression "the Clause" or "this Clause" shall, unless followed by reference to a specific provision, be deemed to refer to the whole clause (not merely the sub-clause, paragraph or other provision) in which the expression occurs;

(i) each of the representations and warranties provided in this Agreement is independent of the other representations and warranties in this Agreement and unless the contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause;

(j) in the determination of any period of days for the occurrence of an event or the performance of any act or thing, it shall be deemed to be exclusive of the day on which the event happens or the act or thing is done and if the last day of the period is not a Business Day, then the period shall include the next following Business Day;

(k) the words "include", "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;

(l) references to a person (or to a word importing a person) shall be construed so as to include:

i. an individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal personality / separate legal entity);

ii. that person's successors in title and permitted assigns or transferees in accordance with the terms of this Agreement; and

iii. references to a person's representatives shall be to its officers, employees, legal or other professional advisers, sub-contractors, agents, attorneys and other duly authorized representatives;

(m) where a wider construction is possible, the words "other" and "otherwise" shall not be construed *ejusdem generis* with any foregoing words.

IN WITNESS WHEREOF the Parties hereinabove named have set their respective hands and signed this Agreement for Sale at Mumbai in the presence of attesting witness, signing as such on the day first hereinabove written.

THE FIRST SCHEDULE HEREINABOVE REFERRED TO:

Part A
(Description of the Larger Land)

All those pieces and parcels of land collectively admeasuring approximately 11,690 square meters bearing (i) Survey No. 110 Hissa No. 1 (part) (admeasuring approximately 8,377 square meters), (ii) Survey No. 224 Hissa No. 1B (admeasuring approximately 2,498 square meters) (earlier bearing Survey No. 224 Hissa No. 1A and Survey No. 224 Hissa No. 1B), (iii) Survey No. 26 Hissa No. 7 (part) (admeasuring approximately 50 square meters), and (iv) Survey Nos. 26 Hissa Nos. 8 (part) (admeasuring approximately 636 square meters) situate, lying and being at Village Ghodbunder, Taluka and District Thane and in the Registration District and Sub-District of Thane and now within the limits of Mira Bhayander Municipal Corporation and bounded as follows:

On or towards the East	:	By Survey Nos. 110/1 (part) and 110/2, (18.00 metre wide D. P. Road)
On or towards the West	:	By Survey No. 105 and 18.00 metre wide D. P. Road
On or towards the North	:	By Survey Nos. 224(part), 26/2, 26/6 and 26/8 (part)
On or towards the South	:	By 18.00 metre wide D. P. Road

Part B
(Description of the First Land)

All those pieces and parcels of land admeasuring approximately 11,509 square meters bearing (i) Survey No. 110 Hissa No. 1 (part) (admeasuring approximately 8,377 square meters) and (ii) Survey No. 224 Hissa No. 1B (admeasuring approximately 2,498 square meters) (earlier bearing Survey No. 224 Hissa No. 1A and Survey No. 224 Hissa No. 1B), situate, lying and being at Village Ghodbunder, Taluka and District Thane and in the Registration District and Sub-District of Thane and now within the limits of Mira Bhayander Municipal Corporation, forming part of the Larger Land and bounded as follows:

On or towards the East	:	By Survey No. 110/1(part) (18.00 metre wide D.P. Road)
On or towards the West	:	By Survey No. 105, 18.00 metre wide D.P. Road
On or towards the North	:	By Survey Nos. 26/6, 26/2, 26/7 and 26/8 (part)
On or towards the South	:	By 18.00 metre wide D.P. Road

Part C
(Description of the Second Land)

All those pieces and parcels of land admeasuring approximately 686 square meters bearing (i) Survey No. 26 Hissa No. 7 (admeasuring approximately 50 square meters), and (ii) Survey Nos. 26 Hissa Nos. 8 (part) (admeasuring approximately 636 square meters) situate, lying and being at Village Ghodbunder, Taluka and District Thane and in the Registration District and Sub-District of Thane and now within the limits of Mira Bhayander Municipal Corporation, forming part of the Larger Land and bounded as follows

On or towards the East	:	By Survey No. 26/8(part) in the form of 18.00 metre wide Road
On or towards the West	:	By Survey No. 110/1(part)
On or towards the North	:	By Survey No. 26/6
On or towards the South	:	By Survey No. 110/1(part)

THE SECOND SCHEDULE HEREINABOVE REFERRED TO:

(Meaning of the Terms and Expressions)

Serial No.	Terms and Expressions	Meaning
1.	The said Premises	Flat/Unit/Shop No. [●] «Flat_No» admeasuring approximately [●] square metres equivalent to approximately [●] square feet carpet area as per RERA on the **«Floor»** floor (i.e., «Habitable_Floor») of the Wing **«Floor»** of the Real Estate Project i.e. JP North Celeste.
2.	The Sale Consideration	Rs. «Sale_Price_Rs»/-

		(Rupees «Sale_Price_in_words»)
3.	Name of the Account for the Payment of the Sale Consideration	[●] ("**the said Account**").
4.	Possession Date	31st March, 2019
5.	The said Nominee	Name: **«Name_1»** Relationship with Allottee/s: **«Name_1»** Address of the said Nominee: **«Name_1»**
6.	Name, Address and E-mail of the Allottee/s for the Purposes of this Agreement	
7.	Name, Address and E-mail of the Promoter for the Purposes of this Agreement	**J P INFRA (MUMBAI) PRIVATE LIMITED** 4th Floor, 401 – 402, Viraj Tower, Western Express Highway, Near WEH Metro Station, Andheri (East), Mumbai – 400093.
8.	Permanent Account Number	Promoter's PAN: Allottee/s' PAN:
9.	Architects/Licensed Surveyor	Rajesh Khandeparkar, Licensed Surveyor; Urbdes, 437, Hind Rajasthan Building, Dadasaheb Phalke Road, Dadar E, Mumbai - 400014.
10.	RCC Consultants	J+W Structural Consultants LLP, Sai Radhe, Office No. 201, 2nd Floor, Behind Hotel Le Meridien, 100-101, Kennedy Road, Pune – 411001.

THE THIRD SCHEDULE ABOVE REFERRED TO:

(Description of Common Areas, Facilities and Amenities in the Real Estate Project)

1. External Paint: External grade paint.

2. Water Tank: R.C.C. underground water tank & overhead water tankwith flushing tank & fire tank shall be provided as per requirement of regulatory authority with necessary pump arrangement.

3. Rain water harvesting: Optimum use of rain water rain harvesting system provided as per regulatory authority guidelines

4. Entrance Lobby: Entrance lobby Area on ground level

5. Typical level Lift Lobby: Lift lobby/ corridor at typical level

6. Elevator: Thyssen Krupp or equivalent

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(Description of the Common Areas, Facilities and Amenities in the Whole Project)

1. Recreation AOS along with Club-House which includes the following:

   (a) Gym / Yoga area
   (b) Café / Library
   (c) Multipurpose Hall / Indoor Game Area
   (d) Mini Theatre
   (e) Steam / Sauna Room

2. Parking

THE FIFTH SCHEDULE ABOVE REFERRED TO:

(Description of the amenities, fittings and fixtures in the said Premises)

1. Flooring: Vitrified flooring 600 x 600mm in living room, bedroom, passage & in Kitchen

2. Door: Wooden door frame, door shutter with laminate finish (granite door frame in toilet).

3. Windows: Powder coated/anodized aluminum sliding windows.

4. Kitchen platform: Granite kitchen platform with stainless steel sink, 2' high ceramic wall tile above platform.

5. Toilet/Bathroom: Concealed plumbing pipes with Jaguar or equivalent C.P. fittings, simpolo or equivalent Sanitary ware. Adequate plumbing points with Geyser point.

6. Wiring: Concealed wiring with good quality switches (GM or equivalent). Provision of telephone point in living and bedroom.

7. Internal Paint: Acrylic Emulsion in all rooms.

SIGNED, SEALED AND DELIVERED by the within named Promoter, i.e., **J P INFRA (MUMBAI) PRIVATE LIMITED**, through its Authorised Signatory Mr./Mrs. _____ in the presence of …	Please affix photograph and sign across the photograph
1.	
2.	

SIGNED AND DELIVERED by the within named **ALLOTTEE/S**

«Name1»

«Name_2»
through its Authorised Signatory/Partner
Mr./Mrs. _____
_____ in
the presence of _____

Please affix photograph and sign across the photograph

1.

2.

RECEIVED of and from the within named Allottee/s, the sum of **Rs. «Receipt_amt»/-** (**Rupees «Receipt_amt_words» only)** vide Cheque No. _____, dated _____ drawn from _____ Bank _____ Branch in favour of JP Infra Celeste Escrow Account towards Installments mentioned at Serial No. 1 and 2 of the **Second Schedule** hereinabove written paid by him/her/it/them to Promoter, as within mentioned.

Rs. **«Receipt_amt»/-**

We Say Received
For the Promoter

1. [●]

2. [●]
Authorised Signatory/ies

Witness:

List of Annexures

Annexure "A"	:	Plan of the Larger Land
Annexure "B"	:	Copy of the RERA Certificate
Annexure "C"	:	Disclosed Layout
Annexure "D"	:	Copy of the said Title Certificate
Annexure "E"	:	Authenticated Copies of the 7/12 Extracts
Annexure "F"	:	Sanctioned Layout Plan
Annexure "G"	:	Copy of the Sanctioned Floor Plan of the said Premises

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DATED THIS DAY OF , 201

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BY AND BETWEEN

J P INFRA (MUMBAI) PRIVATE LIMITED

… THE PROMOTER

AND

Mr./Mrs./Miss/Master/M/s. [●]

… THE PURCHASER

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AGREEMENT FOR SALE

(Celeste)

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M/S. WADIA GHANDY & CO.
Advocates, Solicitors & Notary
2nd Floor, N.M. Wadia Building,
123, M.G. Road, Fort,
Mumbai - 400 001.
NL-NAR-10086